TARHEEL ARMY MISSILE PLANT 204 N. GRAHAM - HOPEDALE ROAD BURLINGTON (ALAMANCE COUNTY), NC

STATUS REPORT
AS OF FEBRUARY , 1993

### Prepared by:

THE GENERAL SERVICES ADMINISTRATION FEDERAL PROPERTY RESOURCES SERVICE OFFICE OF REAL ESTATE SALES REGION 4
ATLANTA, GEORGIA

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### PHYSICAL DESCRIPTION

Name of Installation:

Tarheel Army Missile Plant 204 Graham - Hopedale Road Burlington, NC (See Exhibit A)

Using Service:

U. S. Army Missile Command Redstone Arsenal, AL

Interest:

Fee land, Building, easement and equipment.

Land/buildings:

The site consist of two parcels of land containing 32.36 acres (13.10 Hectares) with a 12 acre (4.8 Hectares) easement for a unused railroad right of way. The two parcels are separated into two tracts and divided by the Graham - Hopedale Road. (See Exhibit B). Tract 1 contains 22 acres (8.90 Hectares) and is improved with buildings. (See Exhibit C). Tract 2 is a 10.36 acres (4.19 Hectares) site, of unimproved land used for employee parking. Tract 1 is fenced and contains approximately 3900 feet of eight foot chain link security fence topped with three strand barbed wire. Tract 2 is open space. (Unsecured)

Utilities:

The site is served by all public utilities.

Original cost:

Unknown. Lands transferred to the Department of the Army without reimbursement or a transfer of funds.

(b)(4)

### HISTORY

In 1942, the United States purchased the property now known as the Tarheel Army Missile Plant (TAMP). The property was purchased on behalf of the United States through the the Property Defense Plant Corporation. At the time of the purchase a tenant, the Fairchild Aircraft Corporation was a in occupancy. Fairchild continued to to operate the facility until 1945. In 1945, Firestone Tire and Rubber Company took over the plant and moved a tank rebuild program into the facility. The program was discontinued at the end of WWII, and declared surplusto the Governments needs and place under the custody of the General Services Administration (GSA).

In 1946, the plant was leased to Western Electric Company (WEC), later to be known as AT&T Technologies, Inc., (AT&T) who operated the plant until 1957 under lease provisions with the GSA.

In 1957, the facility was transfered by the GSA to the Department of the Army on a no cost transfer basis, and placed under the jurisdication of the U. S. Army Missile Command, Redstone Arsenal, Alabama. The plant was redesignated as TAMP in August 1963 and new lease arrangements made with the Corps of Engineers (b) (4)

As the AT&T Government contract work continused to drop off from 1988 to 1990, the COE's were notified by AT&T that they were only extending their lease option for one year or until March 1991.

As AT&T had expressed an interest in acquiring the property as early as 1988, it appeared that unless the DOA could justify a continued lease the DOA no longer had a basis to operate this facility as a Government Owned Contractor Operated plant and the property would be excess to the Army's needs. Therefore in 1990, the Army elected to declare the property as excess and report the property to the GSA, for disposal. Based on several meetings between the GSA and the COE it was determined a Preliminary Report of Excess would be submitted to GSA pending completion of the Enviornmental Base Line Study required at this facility. A schedule of actions was draw up for each party to the excessing action in order that the property could be excessed to GSA by the Spring of 1992. A summary of actions are outlined on the following page.

- March 1991, AT&T lease with the COE on behalf of the Army Missile Command expires
- March 1991, to spring of 1992, COE and MILCOM negotiate with AT&T on mothballing procedure while establishing contracts for environmental baseline studies and P &M contract.
- Spring of 1992 to fall of 1992 COE continued to work on environmental studies and assessments COE advised GSA that MILCOM was experiencing problems in obtaining funding to proceed with environmental work.
- November 1992, COE advised they are experiencing a serious lack of funding to continue environmental testing.
- Spring of 1993, MILCOM & COE continue to review environmental studies and remediation work required.
- August 1993, COE advised State of North Carolina had notified AT&T of leaking underground gas tank and issued a Notice of Violation . Estimated it may take 18 months to clean up problem.
- COE further advised that the State was now questioning additional ground water samples and requesting further sampling to determine what type of action is indicated.
- February 1994, COE advised that all environmental work at TAMP had been halted due to a lack of funding by Redstone.
- As of June 1994, AT&T is in the process of doing remediation work on contaminated ground water and working with the State, COE and MILCOM to make this problem acceptable to the State and the COE.
- Recommend deferring to the environmental personnel from the state and Redstone to explain the details of the environmental problems.
- Present environmental concerns are in the process of being addressed by Redstone and the COE.

  Tentative schedule calls for continued action to complete the environmental cleanup, with a November 1995, schedule for the COE to submit the ROE to the GSA.
- The GSA in conjunction with the COE and Redstone Arsenal real estate offices are exploring several alternative

ideas to speed up the disposal process. However, due to environmental laws which the Government must comply with certain alternatives such as leasing to other non-military agencies may not be feasible.

- Also leasing to the private sector would not be allowed, until the State EPD gives the property proper clearances from the existing contamination problems.
- Future actions will require a combined effort by the Army, COE, GSA, EPA and the State of North

  Carolina, if the environmental cleanup is to be kept on schedule.



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Author: MArk Tosczak

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### FOR SALE: FACILITY OF COLD WAR ERA; THE SPRAWLING SITE IN BURLINGTON, WHERE MISSILE-GUIDANCE SYSTEMS WERE BUILT, IS ON THE AUCTION BLOCK.

BY MARK TOSCZAK Staff Writer

On a cold and sunny Thursday afternoon recently, about two dozen people gathered in a front office to get another look, perhaps their last, at a place many of them spent decades working.

They wandered through the old Burlington Industries rayon mill, built by J. Spencer Love in the 1920s, across the empty concrete floor of the cavernous factory where airplanes were assembled during World War II and through offices where, in the 1980s, the airducts and ceiling tiles were rigged with security systems so the plant would be secure enough to bid on Reagan-era Star Wars defense contracts.

"I feel like I grew up here," said Vernon Harris, who worked 38 years at the plant, mostly assembling cables for things like missile-guidance systems, until it closed in 1992. "A lot of times they wouldn't tell us what we were working on."

At its peak, former workers say, 4,000 people worked at the site, which was leased after World War II by Western Electric, AT&T's manufacturing arm. Between the site's hulking brick-and-concrete buildings, grass grows through cracks in the pavement.

Inside, almost all the furniture is gone and the seemingly endless warren of offices, labs, clean rooms and factory floors are dark and empty. In some places, uncontrolled moisture has caused thin layers of paint to peel from the walls.

The federal government has opened wide the doors to the sprawling complex that's as big as a shopping mall.

Monday, the 32-acre site on U.S. 70, with 25 buildings containing more than 720,000 square feet of industrial and office space, goes up for auction. After the buildings spent 62 years in the Army's hands, Uncle Sam is eager to sell them.

City officials hope someone buys and redevelops the vacant, east Burlington property, which contributes virtually nothing to the local economy. Burlington's eastern half has struggled with textile-plant closings in recent years, while the city's west side bustles with commercial and residential construction.

"That is a very tough piece of property," said Mayor Steve Ross. "It's a frustrating situation. I'm just hoping it works out."

What Ross and other city leaders find frustrating is that the plant has sat empty for 12 years, its sale stalled by environmental problems.

Regardless of who, if anybody, buys it and what's done with the plant next, it will probably never again see its glory days, when it was the largest employer in the city and a hub of economic activity.

During World War II, Fairchild Aviation built AT-21 Gunners, designed to train the bombing crew machine-gunners, at the plant.

After the war, Western Electric workers built guidance systems for Nike surface-to-air missiles, batteries of which were stationed across the United States and around the world during the Cold War.

The 156,000-square-foot building No. 16 had elevators large enough to raise tractor-trailers to the roof, where radar systems were tested before being shipped off to guard against Soviet attacks.

On the doors leading back into the building from the roof, signs warn "High frequency radiation."

There are other reminders of the Cold War here, too. Signs point toward a tunnel that runs under the building, the plant's designated fallout shelter. Periodic drills would send employees into the tunnel. It once stored enough K-Rations, toilet paper and commodes, for use in case of an atomic attack, former workers said.

The fallout shelter could be an asset. DataChambers Business Continuity operates out of an old AT&T plant in Winston-Salem, where it provides secure data storage and backup in a lead-lined bunker originally built to withstand a nuclear blast.

There is a reason the plant in Burlington has been empty for more than a decade: Lucent Technologies, an AT&T spinoff, and the government have been working to clean up toxic chemicals and other hazardous waste that decades of manufacturing have left behind.

Underground fuel tanks were taken away, PCBs were drained from electric power transformers, and flooring contaminated with radioactive cesium 137 was removed from a room in one building. But machinery is still on-site to clean up trichloroethylene in the groundwater.

Trichloroethylene is a relatively common groundwater pollutant that, at high levels, can cause liver and lung damage, nervous system effects, abnormal heartbeat, coma and possibly death, according to the Centers for Disease Control and Prevention's Agency for Toxic Substances and Disease Registry.

Until trichloroethylene levels drop to the levels mandated by state and federal environmental regulations, Lucent and the government will continue to operate the cleanup equipment.

Also, according to deed restrictions required by state environmental regulations, the property can't be used for residential development until the cleanup is finished.

Plus, the site's industrial buildings are full of asbestos.

"It's a beast," said David Morton, a Burlington businessman and developer who toured the site. "Walking through it is just overwhelming."

Morton, who's erecting an apartment building and two shopping centers in east Burlington, said he's got too many other projects to tackle something as big and complicated as the plant. But, he added, "the location is fantastic."

Part of the site, a 10-acre parking lot across the street from the main industrial complex, would be easy to sell, local developers say. The parking lot is free of environmental problems and has no buildings. But the government wants to sell the two tracts together.

Though it's possible someone will buy the site for some novel redevelopment project, said David Hagan, president of Hagan Properties in Greensboro, it's more likely that a buyer will divide the property.

"I don't believe we'll ever see one user using that as a single manufacturing facility again," said Sonny Wilburn, president of the Alamance Area Chamber of Commerce and the county's top economic developer. "I do think it has potential broken into a little business park, with this building being used for that, another one being used for something else."

Lou Mancuso, the General Services Administration official in charge of auctioning off the property for the Army, says he normally deals with old post offices, courthouse and other federal buildings, not sprawling industrial sites. He doesn't know what price the site might fetch. Alamance County's online property-tax database says the 22-acre main industrial site has a tax va (b)(4) property description seems to be incomplete; because the property is owned by the federal government, it's been exempt from local property taxes, Alamance County Tax Administrator Steve Crysel said.

"I just think it's going to be a case of who comes in with the highest bid, which is probably not going to be extremely high because the place comes with so many problems," said Richard Jones, a Burlington developer. "The government wants to get it out of their inventory, and it will be sold, but I think they're going to be shocked at how low the bids are."





Auction
U. S. Government Property

### TARHEEL



Army Missile Plant

June 24, 2004

### Invitation For Bids

U. S. Government Property
Tarheel Army Missile Plant
204 Graham-Hopedale Road
Burlington, North Carolina
4-D-NC-593

### **Public Auction:**

Date/Time:

Thursday, June 24th, 2004 11:00 AM

**Auction Site:** 

Country Suites Hotel Burlington, North Carolina 3211 Wilson Drive Exit 141 Interstate 40/85

**Bid Deposit** 

\$100,000 in certified funds or cashier's check endorsable to the U.S. General Services Administration is required for registration.

Terms

All Cash, As Is. Balance due in 90 Days

Property Inspection

A GSA representative will be on site for information and inspection of the facility

Wednesday, May 26th 2004 from 12:00 PM to 4:00 PM and

Wednesday, June 23rd, 2004 from 12:00 PM to 4:00 PM

Property Information:

Site consists of two tracts of land located in Burlington, NC. Tract 1 includes 22 acres and is improved with 25 buildings containing 720,588 square feet. Tract 2 includes 10 acres of land and is improved with an asphalt paved and lighted parking lot.

For more information, contact Louis Mancuso at 404-331-9451 or by email at louis.mancuso@gsa.gov

### Property Description

Site

The Tarheel Army Missile Plant site consists of two tracts of land located on the North side of North Church Street and the East and West sides of Graham - Hopedale Road in Burlington, North Carolina.

Tract 1 contains 22 acres and is improved with 25 buildings containing 720,588 square feet. A list of the buildings is attached. Tract 1 is subject to the environmental controls included in the Environmental Information page.

Tract 2 contains 10 acres and is improved with an asphalt paved and lighted parking lot and is not subject to the environmental controls included in the Environmental Information page.

Related property includes administration and general purpose, manufacturing and machine shops, boiler house, warehouses, waste treatment and cafeteria/kitchen. The buildings contain miscellaneous equipment items including electric hoists, motorized crane bridges, cafeteria facilities, generators, and pumps. A complete inventory of equipment will be available at each scheduled open house.

Property also includes a railroad easement that extends 5,200 ft to the Southern Railroad line. The easement has not been utilized for over twenty-five years and there is a known encroachment of the easement.

Zoning

Tract 1: Industrial - Light Industrial.

Tract 2: B-2 General Business District

(4.5 Acres Adjacent to N. Church Street)

Office and Industrial

(5.5 Acres Adjacent to Martin Street)

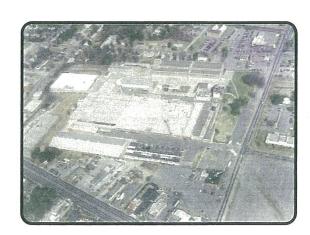
Utilities

All utilities including water, sewerage, natural gas, electricity and telephone service are available.

Photos:

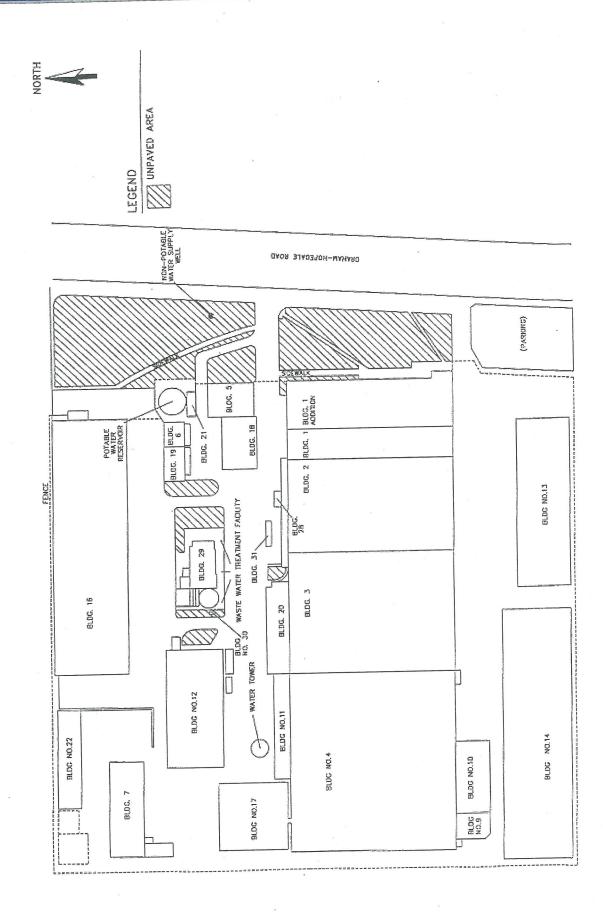


**Administration Building** 



**Tarheel Facility** 

### **Facility Layout**



### Improved Buildings

Building	Description	Total Area	Year Built
1	Administration General Purpose	79,601	1943
2	Weapon Quality Assurance Facility	55,983	1927
3	Weapon Quality Assurance Facility	63,544	1929
4	Weapon Quality Assurance Facilty	166,259	1943
5	Heat Plant Building	5,063	1943
6	General Purpose Warehouse	1,692	1943
7	General Purpose Warehouse	10,640	1955
9	Maintenance General Purpose	4,616	1959
10	General Purpose Warehouse	7,200	1943
11	Weapon Quality Assurance Facility	4,568	1943
12	General Purpose Warehouse	20,600	1972
13	Administration General Purpose	48,000	1952
14	General Purpose Warehouse	51,532	1951
16	Administration General Purpose	156,074	1958
17	General Purpose Warehouse	16,604	1952
. 18	Plant Utilities Building	4,631	1960
19	Fuel Building	3,278	1958
20	Weapon Quality Assurance Facility	7,754	1958
21	General Purpose Warehouse	893	1972
22	General Purpose Warehouse	6,800	1972
23	Sewer Water Treatment	293	1973
28	General Purpose Warehouse	330	1973
29	Sewer Water Treatment	3,475	1973
30	Sewer Water Treatment	276	1973
31	General Purpose Warehouse	432	1978
25 Buildings		720,588 SF	

### Terms of Sale



### 1. Term - Invitation To Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE BIDDER. All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- Subject to any and all existing rights, conditions, restrictions and easements, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public utilities.

### 3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his/her duly authorized representative at the address indicated in the bid documents.

### 6. Contract

The "Invitation for Bid(s)" and "Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

### 7. Tender of Payment and Delivery of Instrument of Conveyance

The successful bidder shall on a mutually agreeable date not later than 90 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

### 8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

9. Delayed Closing

The successful bidder may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

### 10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. Adjustments, Documentary Stamps, and Cost of Recording

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his/her own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the purchaser's expense.

### 12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

### 13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

### 14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

### 15. Antitrust Laws

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return all monies paid by the purchaser, without interest.

### ADDENDUM NO. 1

### TARHEEL ARMY MISSILE PLANT

Graham-Hopedale Road.
Burlington, North Carolina
GSA Control No: 4-D-NC-593

The purpose of this addendum is to change the bid deposit amount [wherever referenced in the Invitation For Bid (IFB)] and set a final bid date. The IFB for the above property is being amended in the following paragraphs:

### INSTRUCTIONS TO BIDDERS AND SPECIAL CONDITIONS

- Paragraph 4 "Bid Deposit Terms" is amended by the following:
   A bid deposit in the amount of One Hundred Thousand Dollars (\$100,000), for the property must accompany your initial bid.
- Paragraph 11 "First Call for Final Bids" is being deleted in its entirety and amended to read as follows:
   Final Bids
   Online Auction will close on April 16, 2004, at 3:00pm EST. No bids will be accepted after this date.

All other terms, conditions and instructions of the Invitation for Bid remain the same.

Also, Additional Inspections of the facility will be scheduled for Thursday March 18 and 25, 2004 from 9AM - 3PM Scheduled tours will be conducted at 10:00AM and 1:00PM. Access to the facility will be available during the inspection. An escort will be provided. Notification of attendance is appreciated.

### Istructions To Bidder

### 1. Registration of Bidders

Each prospective bidder is required to register with a bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids" (IFB).

### 2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$100,000 in the form of certified funds or a cashier's check endorsable to the General Services Administration. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

### 3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

### 4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be

accompanied by an authenticated copy of his/her Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.

- A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- B. Partnership. If the bidder is a partnership, and all partners sign the bid form, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid form, then their names (except limited partners) must be listed on the bid form. The Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

### **Burlington Economic Incentive Policy**

In order to expand economic development and the Burlington tax base, The Burlington City Council has established an incentive policy that rewards the creation of new industry in the city of Burlington and, in some cases, the expansion of existing industry. The Burlington Planning & Community Development Department has prepared a small booklet, titled *Tarheel Army Missile Plant Local Redevelopment Information* that provides more information about this incentive policy. For a copy of this booklet, or for more information about the incentive policy, please contact:

Mr. Robert R. Harkrader, III, AICP Director of Planning & CD P.O. Box 1358 Burlington, NC 27216-1358 bharkrader@ci.burlington.nc.us

### **CERCLA Covenant**

(A) NOTICE of Hazardous Substance Activity. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice of the existence of hazardous substances as described in the Environmental Information page provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.

**(B)** CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment will be taken as described in the Environmental Information page. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
  - (ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

### **CERCLA Covenant continued**

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records

compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants

### **Environmental Information**

In 1993, two environmental assessments were completed which identified petroleum and chlorinated volatile organic compounds (C-VOCs) in the soils and groundwater at the site. The petroleum contamination was the result of leaking underground storage tanks (USTs), and the C-VOCs are the result of the leakage of the electronic manufacturing process wastes that were stored at the waste accumulation pad (WAP) located adjacent to Building 28, the General Purpose Warehouse. The C-VOC contaminants include tetrachloroethene (PCE) and trichloroethene (TCE).

A Corrective Action Plan (CAP), which included a risk assessment. a water supply survey and groundwater modeling was developed. An air sparging/soil vapor extraction (AS/SVE) system was identified in the CAP as the appropriate remedial response for the constituents of concern. The CAP has been approved by the North Carolina Department of Environment and Natural Resources (NCDENR). The AS/SVE was installed in December 1995 and has been operating since installation. It included the drilling and installation of 15 extraction wells and four monitoring wells, an equipment pad, a blower, and a compressor. It is expected that the system will be operating for an indeterminate period of time to achieve the contaminant removal required by the CAP. Subsequently, a CAP addendum was approved and implemented in The additional corrective action involved the installation of four pumps at existing monitoring wells in order to provide hydraulic gradient control for the northwest corner of the A Remedial Action Plan (RAP) to address C-VOC contamination in groundwater was approved in June of 2003. The RAP recommends an in-situ bioremediation groundwater treatment system. The RAP also contains a groundwater monitoring plan.

The US Army is required to complete the environmental remediation at the site. However, the site will be transferred in accordance with Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) prior to the completion of the remediation. Pursuant to paragraph (C) of Section 120(h)(3), the Governor of North Carolina has deferred the requirement to complete environmental remediation prior to the transfer of the property based on the following conditions:

1.) The property is suitable for transfer for the use intended by the transferee, and the intended use is consistent with protection of human health and the environment

2.) The deed or other agreement proposed to govern the transfer

between the Federal Government and the transferee of the property contain assurance that provide for any necessary restrictions on the use of the property to ensure protection of human health and environmental, and ensure that required remedial actions will not be disrupted.

The intent of the property use restrictions for Tract 1 is to prevent exposure to contaminated soil or groundwater. The restrictions may be removed once the remediation is complete as described in the CAP. Although the actual restrictions will depend on the final land use, it is contemplated that the following deed restrictions will be included in any transfer document:

- 1.) Non-Residential User Without the approval of the NCDENR, the use of the property shall be limited to commercial and industrial purposes.
- 2.) Ground Disturbance Any excavation, digging, drilling, other disturbances of the subsurface without the written approval of the NCDENR is prohibited except when:
- i) The disturbance occurs outside of a 10 foot radius surrounding the former UST and WAP areas; and
- ii) the total depth of the disturbance is at least five feet above the permanent high water table.
- 3.) Non-Interference Disturbance of the environmental remediation installations without the written approval of the NCDENR is prohibited.
- 4.) Wells Removal or use of groundwater beneath the site without the written approval of NCDENR is prohibited.
- 5.) Access The right of access will be reserved for the rights of the Federal Government, their contractors and Lucent Technologies, Inc., to all portions of the property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at a reasonable cost to the Federal Government.
- 6.) A thirty day public notice "of the selection of the successful bidder" has been requested by the NCDENR. The notice period will begin shortly after the close of the online auction. Closing will not occur until after the notice period has expired.

### Special Terms and Conditions

### **ASBESTOS**

An asbestos Survey was completed of the 25 buildings in July 1991. The survey identified the asbestos containing materials listed in **Table 1**.

The purchaser is warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders (Offerors) are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged, and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. General Services Administration will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the property set forth in the Invitation To Bids (Offer To Purchase) and any other information provided therein with respect to said property is based on the best information available to GSA Property Disposal Division and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, is successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

The Purchaser further agrees that in its use and occupancy of the property, it will comply with all federal, state, and local laws relating to asbestos.

### SUMMARY ESTIMATES FOR ASBESTOS CONTAINING MATERIALS

Estimated Total Quality
20,200 lin.ft.
1,675
36,697 square feet
295,915 square feet
46,768 square feet
15,000 square feet
1,500 square feet
+16,800 square feet
165 square feet
5,650 lin. feet
4,300 lin. feet
425 lin. feet
280 lin. feet
55 lin. Feet
+110,750 square feet

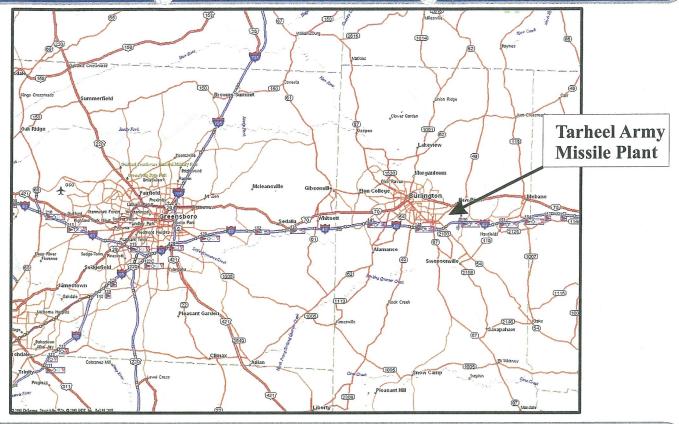
Table 1.

### LEAD-BASED PAINT

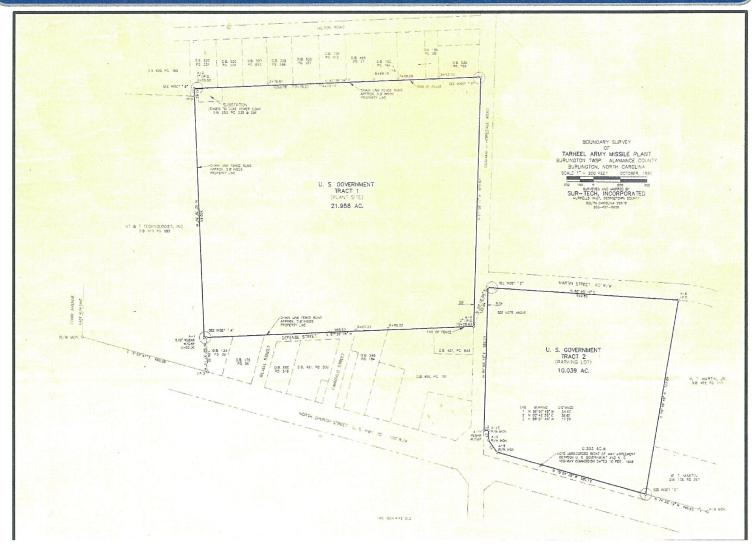
### NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

The bidder of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

### Map of Tarheel rmy Missile Plant and Burlington, NC



### Plat Map of the Tarheel Army Missile Plant



### Offer To Purchase Government Real Property

### **PUBLIC AUCTION**

### Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty calendar days after the date of the auction, to purchase the property described as:

Tarheel Army Missile Plant 204 Graham-Hopedale Road Burlington, North Carolina 4-D-NC-593

	4-D-NC-593	0100 000
Amount of Bid:	Bid Deposit:	\$100,000 received day of sale
he instrument(s) of conveyance should name the	following Grantee(s):	
Bidder is: (check one) ( ) Individual		( ) A Trustee ( ) A Corporation
treet:	State	Zip:
elephone: ( )		
ignature:		
igner's Name & Title (type or print):		
Certificate	Of Corporat	te Bidder
		certify that I am
(Secretary or other Official Title)	of the Co	rporation named as bidder herein,
that (Name)	who signed this	Offer To Purchase on behalf of the
bidder was then	Official Title)	of said Corporation; that said
Offer To Purchase was duly signed for governing body and is within the scor	and on behalf of said	I Corporation by authority of its wers.
	_	(Signature of Certifying Officer/Secretary)
	,-	(Signature of President/Vice-President)
		CORPORATE SEAL

U.S. General Services Administration PBS, Property Disposal Division (4PR) 401 West Peachtree Street, Suite 2528 Atlanta, Georgia 30308-2550 Official Business Penalty for Private Use, \$300

### **Public Auction**

# Wednesday, June 24th 2004

# Tarheel Army Missile Plant Burlington, NC

## UNITED STATES ARMY



or email louis.mancuso@gsa.gov For additional information, please call Louis Mancuso at (404) 331-9451

website on the Internet at http://propertydisposal.gsa.gov/property For information and pictures, please check the Property Disposal





### Bulletin

March 18, 1991

Federal Systems Advanced Technologies today announced plans to relocate manufacturing operations from the Burlington Plant to Rock Greek Center.

Around 350 of the 800 Burlington Plant employees will work in the new complex -- code named "Falcon" -- to be located on Judge Adams Road three miles east of the Guilford Center. The remaining employees who handle support functions such as material management and accounting will move to the Guilford Center.

In addition, other resident organizations now at the Burlington Plant will be relocated to the Guilford Center. Employees will begin relocating around Oct. 1, and all moves should be completed by year end.

Carl Ashby, Operations vice president, said the new complex will result in considerable cost savings for FSAT through lower facilities and operations costs. The Burlington Plant has 714,000 square feet in 20 buildings. Falcon will consist of three buildings, each 70,000 square feet.

"Savings from Falcon will result in a major reduction in the overhead associated with FSAT manufacturing," Ashby said.
"The new complex will help make us more competitive and match our manufacturing capabilities with today's business needs."

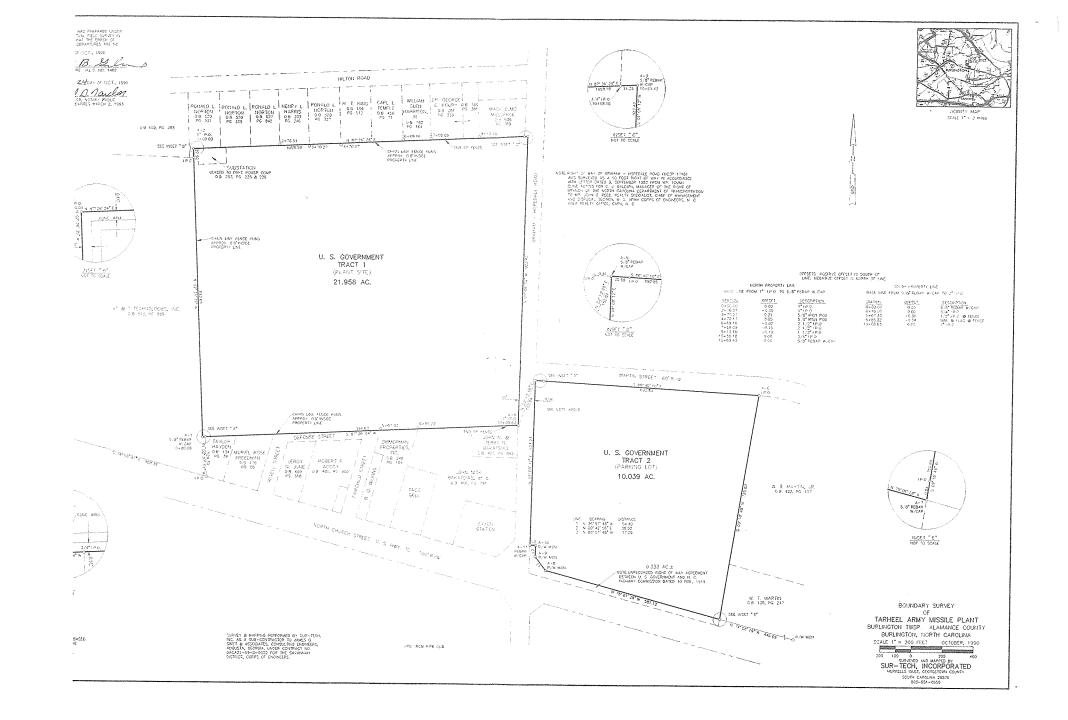
Projects that will move to Falcon include air traffic control systems for the Federal Aviation Administration, the Enhanced Modular Signal Processor and the Digital Conferencing and Switching System. The center will include facilities for depot and repair operations and a central warehouse facility.

Falcon is the final phase of restructuring for manufacturing in Federal Systems Advanced Technologies. The Eagle Plant, located on Boren Drive in Greensboro, was announced in late 1989, and full production of undersea surveillance equipment for the U.S. Navy began in mid-1990.

"Today manufacturing requirements are considerably different from those in 1946 when we first leased the Burlington facility," Ashby said. "This restructuring is essential to bring our manufacturing capability in line with our customer needs and expectations.

"With Eagle and now Falcon, we can move ahead into this decade and the next century with greater confidence that we have aligned the right people and resources to give our customers what they want -- a "world-class" manufacturing environment.

The cost of the facilities associated with Falcon will be around \$5 million. Construction will begin immediately.



### REAL PROPERTY INVENTORY AS OF 01/26/96 for 37805 TARHEEL ARMY MISSILE PLT, NO

BASED DN: All records

	MAJ CMD CD: P	US:	ING AGCY CD: PD	PRI INST NO:	01202 B/	ASE CD:	RURAL/URBAN: U	
TYPE STAT INST CD NAME T Z	TUS/KIND/OPERATI	OR	CD NAME		Name		COUNTY/POLITICAL DIR SUBDIVISION ALAMANCE	YEAR ACQD 1958
CAT CATEGORY CODE DESCRIPT	CODE T FACION C NO	L F 0 U C	GROSS AREA UM	OUTGRANT AREA	Vacant Area	TOTAL CAPACITY UM	COST TO YEAR C	P WAL D EXT
++ 141 Opn Bldg 14165 Fuel/POL B		P B 1	3728.00 SF	0.00	3728.00	(b) (4)	(b) (4) (b) (4) (b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	B BLK
** Subtotal ** 1 BLDGS	o non-bldgs	}	3728.00	0.00	3728.00		(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	
** 149 Opn Facs 14951 Msl Svc Tow		S 1	0.00	0.00	0.00		(b) (4) (b) (4) (b) (4) 1972 B (b) (4)	B
** Subtotal ** O BLDGS	1 NON-BLDGS		0.00	0.00	0.00		(b) (4) (b) (4) (b) (4) (b) (4)	
** 218 Procured 21885 Mnt Gen Pur		B 1	4616.00 SF	0.00	4616.00		(b) (4) (b) (4) (b) (4) (b) (4) 1959 B	В В
** Subtotal ** i BLDGS	0 NON-BLDGS		4616.00	0.00	4616.00		(b) (4) (b) (4) (b) (4) (b) (4)	
** 225 Weapon Pri 22548 Wpn @A/Cal		B 1	55983.00 SF	0,00	55983.00		(b) (4) (b) (4) (b) (4) 1927 B	8 B
22548 Wpn QA/Cal	Prod P 00003	B i	63544.00 SF	0.00	63544.00		(b) (4) (b) (4) 1929 B I	3 B
22548 Won QA/Cal !	Prod P 00004	B 1	166259.00 SF	0.00	166259.00		(b) (4) (b) (4) 1943 B I	3 B
22548 Wpn QA/Cal F	Prod P 00011	B 1	4568.00 SF	0.00	4568.00		(b) (4) (b) (4) (b) (4) 1943 B B	3 A
22548 Wpn QA/Cal 3	Prod P 00016	M 1	58024.00 SF	0.00	58024.00		(b) (4) (b) (4) 1958 B	3 D
22548 Wpn QA/Cal F	Prod P 00020	B 1	7754.00 SF	0.00	7754.00		(b) (4) (b) (4) (b) (4) 1958 B B	3 B
** Subtotal ** 6 BLDGS	0 NON-BLDGS		356132.00	0,00	356132.00		(b) (4) (b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	

### REAL PROPERTY INVENTORY AS OF 01/26/96 for 37805 TARHEEL ARMY MISSILE PLT, NC

BASED ON: All records

		MAJ	CMD	CD: P		USIN	G AGCY CD:	PD	PRI INST NO:	01202 BA	SE CD:	RURAL	/URBAN:	Ü			
		US/KI	ND/(	OPERATO	R -		CD NAME			NAME	- NEAREST CITY DIS INGTON	IT DIR		SION	ICA	_	YEAR ACQD 1958
CAT CODE	CATEGORY ( DESCRIPT)						GROSS AREA		OUTGRANT AREA	Vacant Area	TOTAL CAPACITY UM			YEAR BLT			WAL EXT
											(b) (4)	(b (b (b	(4) (4) (4) (4) (4)	-			
	92 Cyrd Str Storage GP		٩	00006	В	1	1692.00	SF	0.00	1692.00		(b (b	) (4) ) (4)	1943	Đ	В	6
44220	Storage GP	Inst	P	00007	В	1	10640.00	SF	0.00	10640.00		(b (b	) (4) ) (4)	1955	В	В	6
44220	Storage GP	Inst	P	00010	В	1	7200.00	SF	0.00	7200.00		(b (b	(4) (4) (4)	1943	В	B	BLK
44220	Storage GP	Inst	P	00012	B	i	20600.00	SF	0.00	20600.00		(b (b	(4) (4) (4)	1972	В	В	6
44220	Storage GP	Inst	P	00014	В	1	51532.00	SF	0.00	51532.00		(b (b	(a) (4) (4) (4)	1951	B	В	GAI
44220	Storage GP	Inst	P	00017	В	1	16604.00	SF	0.00	16604.00		(b (b	(4) (4) (4)	1952	В	В	GAI
44220	Storage GP	Inst	P	00021	В	1	893.00	SF	0.00	893.00		(b (b	) (4) ) (4)	1972	В	B	GAI
44220	Storage GP	Inst	P	00022	B	1	6800.00	SF	0.00	6800.00		(b (b	(4) (4) (4)	1958	В	Ħ	6
44220	Storage GP	Inst	P	00028	B	1	330.00	SF	0.00	330.00	-	(b (b	(4) (4) (4)	1972	B	В	GAI
44220	Storage GP :	Inst	P	00031	B	i	432.00	SF	0.00	432.00		(b (b	) (4) ) (4) ) (4)	.978	m	B	GAI
	total ** 10 BLDGS	0 1	/ON-	-BLDGS			116723.00		0.00	116723.00			) (4) ) (4) ) (4) ) (4)				
	) Disp/Trp ( Health Clini			00001	M	<del>1</del>	4840.00	5F	0.00	4840.00			(1) (4) (1) (4) (1) (4) (1) (4)	943	<b>P</b> 3	6	В
	otal ** 1 BLDGS	0 M	iON-	BLDGS			4840.00		0.00	4840.00			(1) (4) (1) (4) (1) (4) (1) (4)				
	Admin Bldg Admin Gen Pu		P	00001	P	1	58640.00 8	3F	0.00	58640.00		(b (b (b	) (4) ) (4) ) (4)	<b>9</b> 43	Đ	В	В
61050	Admin Gen Pu	rp	P	00013	B	1	48000.00 5	F	0.00	48000.00		(b (b	(4) (4) (4)	952	В	В	D
61050	Admin Gen Pu	ırp	P	00016	P	1	98050.00 9	F	0.00	98050.00		(b (b (b	) (4) (4) (4) (4)	958	В	В	D

### REAL PROPERTY INVENTORY AS OF 01/26/96 for

37805 TARHEEL ARMY MISSILE PLT, NC BASED ON: All records

		MAJ C	MD CD:	: P	USING	AGCY CD:	PD	PRI INST NO:	01202 B	ASE CD:	RL	JRAL/URBAN	ı U		
TMP	STAT CD NAME Z	TUS/KIN	D/OPEF	RATOR -		CD NAME		UNCTION tion/Logistics	Nam	E	DIST DI	R SUBDIV	ISION		ACQD
CAT CODE 	CATEGORY DESCRIPT	CODE ION	T FA	NO L	C	GROSS AREA	UM	OUTGRANT AREA	VACANT AREA	TÖTAL CAPACITY	UM 	COST TO GOVT	YEAR BLT	C P C D	WAL EXT
										(b) (4)		(b) (4) (b) (4) (b) (4) (b) (4)			
	total ** 3 BLDGS	4.0	VON-BL	Des		<b>204690.</b> 00	)	0.00	204690.00			(b) (4) (b) (4) (b) (4) (b) (4)			
** 69( 69010	) Admin Str Flagpole	ruc	P 000	053 S	1	0.00		0.00	0.00			(b) (4) (b) (4) (b) (4)	1952	В	
	otal ** O BLDG5		ION-BLI	)6S		0.00		0,00	0.00			(b) (4) (b) (4) (b) (4) (b) (4)			
	) Commun Fa Post Restau			)01 M	1	16121.00	SF	0.00	16121.00			(b) (4) (b) (4) (b) (4) (b) (4)	1943	ВВ	В
** Subt	otal ** 1 BLDGS	O Ni	ON-BLD	)GS		16121.00		0.00	16121.00			(b) (4) (b) (4) (b) (4) (b) (4)			
	Elec Pwr : Ext Lightin		<sup>&gt;</sup> 000	55	1	0.00		0.00	0.00			(b) (4) (b) (4) (b) (4)	1958	В	
8:241	OH Elect Lin	nes F	9 000	<b>4</b> 2	1	0.00		0.00	0.00			(b) (4) (b) (4) (b) (4)	1958	В	
(	otal ** ) BLDGS		IN-BLDI	65		0.00		0.00	0,00			(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)			
	Elec Pwr 9 Bubstation		) 031(	01	1	0.00		0.00	0.00			(b) (4) (b) (4) (b) (4) (b) (4)	1973	ğ	
** Subto (	otal ** ) BLDGS		N-BLDE			0.00		0.00	0.00			(b) (4) (b) (4) (b) (4) (b) (4)			
	Heat Trans Itean Cond L		0005	52	* +	0.00		0.00	0.00			(b) (4) (b) (4) (b) (4) (b) (4)	1958	8 B	

### REAL PROPERTY INVENTORY AS OF 01/26/96 for 37805 TARHEEL ARMY MISSILE PLT, NO

BASED ON: All records

	MAJ	CMD	CD: P		USIN	3 AGCY CD:	PD	PRI INST NO:	01202	BAS	E CD:		RURAL/URE	AN: U			
INST CD	STATUS/K1 NAME	(ND/(	OPERATOR	<del>}</del> —		CD NAME		FUNCTION		NAME		DIST	DIR SUBD	TY/POLIT IVISION ANCE		L	YEAR ACQD 1 <b>95</b> 8
CAT (	CATEGORY CODE DESCRIPTION	T C	FACIL NO	F. ::	C	GROSS AREA	UM	OUTGRANT AREA	VACAN AREA	T	TOTAL CAPACITY	UM 	COST TO GOVT	YEAR BLT			WAL EXT
											(b) (4)		(b) (4 (b) (4 (b) (4	1) 1) 1)			
82220 Ho	ot Water Lines	P	82220		1	0.00		0.00	0	.00			(b) (4 (b) (4	1962	В	В	
82240 St	eam Lines	P	82240		1	0.00		0.00	0	.00			(b) (4 (b) (4	1958	B	B	
** Subtot 0	al ** BLDGS 3	NON	-BLDGS			0.00		0.00	0	.00			(b) (4 (b) (4 (b) (4 (b) (4 (b) (4	†) 			
	Heat Gas Trans s Pipelines		00043		1 2	0.00		0.00	0.	.00			(b) (4 (b) (4 (b) (4 (b) (4	1958	Đ		
** Subtota 0 I	al ** BLDGS 1	NON-	-BLDGS			0.00		0.00	0.	00			(b) (4 (b) (4 (b) (4 (b) (4	1) 1) 1) 1)			
	Ref/A-C Source /Ref Plant		00018		1	0.00		0.00	0.	00			(b) (4 (b) (4 (b) (4	1960	P	6	
82635 Coc	oling Tower	P	00045		1 .	0.00		0.00	0.	00			(b) (4 (b) (4	1958	B		
** Subtota 0 B		NON-	BLDGS			0.00		0.00	0.	00			(b) (4 (b) (4 (b) (4 (b) (4	1) 1) 1) 1) 1)			
	Gew/Ind Wst Tr I Waste Treat	_	00023		<u> </u>	0.00		0.00	0.	00			(b) (4 (b) (4 (b) (4	1972	В	¥	
83140 Ind	Waste Treat	P	00029		i	0.00		0.00	0.	00			(b) (4 (b) (4	1973	В	W	
83140 Ind	Waste Treat	P	00030		1	0.00		0.00	0.	00			(b) (4 (b) (4	1973	В	₩	
** Subtota 0 Bi	l ** LDGS 3 /	NON-1	BLDGS			0.00		0.00	0.0	00			(b) (4 (b) (4 (b) (4 (b) (4 (b) (4	1) 1) 1) 1) 1) 1)			
	ew/Ind Wst Col itary Sewer		00044	j	l	0.00		0.00	Ů.(	00			(b) (4 (b) (4 (b) (4 (b) (4	1) 1) 1) 1958	В		

### REAL PROPERTY INVENTORY AS OF 01/26/96 for 37805 TARHEEL ARMY MISSILE PLT, NC

BASED ON: All records

	MAJ CMD CD: P	USING	ASCY CD: PD	PRI INST NO:	01202 BAS	SE CD:	RURAL/URBAN; U	
TYPE STA INST CD NAME T Z	ATUS/KIND/OPERATOR		CD NAME		NAME	- NEAREST CITY DIST INGTON 0	DIR SUBDIVISION	
CAT CATEGORY CODE DESCRIF	CODE T FACIL TION C NO	F 0 U C	GROSS AREA UM	OUTGRANT AREA	VACANT AREA	TOTAL CAPACITY UM	COST TO YEA	R C P WAL C D EXT
** Subtotal **			0.00			(b) (4)	(b) (4) (b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	
0 BLDGS	1 NON-BLDGS		0.00	0.00	0.00		(b) (4) (b) (4) (b) (4) (b) (4)	
** 842 Wtr Dis 84210 Water Dis	t Sys P t Pot P 000 <b>4</b> 7	1	0.00	0.00	0.00		(b) (4) (b) (4) (b) (4) 195( (b) (4)	B B
** Subtotal ** 0 BLDGS	1 NON-BLDGS		0.00	0.00	0.00		(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	
** 846 Wtr Str 84610 Wat Str Tk	Potable Fot P 00046	<b>.</b>	0.00	0.00	0.00		(b) (4) (b) (4) (b) (4) (b) (4) 1943	; B
84620 Reservoir	Pot P 00045	į	0.00	0.00	0.00		(b) (4) (b) (4) 1943 (b) (4)	В
** Subtotal **  0 BLDGS	2 NON-BLDGS		0.00	0.00	0,00		(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	
** 851 Roads 85110 Roads, Sur	faced P 00050 :	3 1	6738.00 SY	0.00	6738.00		(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	ВВ
** Subtotal ** 0 BLDGS	1 NON-BLDGS		6738.00	0.00	6738.00		(b) (4) (b) (4) (b) (4) (b) (4)	
** 852 Sdwlks/O 85215 Nonorg Pk (		1	51096.00 SY	0.00	51096.00		(b) (4) (b) (4) (b) (4) 1958	B B
95220 Sidewalks 9	Burfa P 00048 S	. Prod	1545.00 SY	0.00	1545.00		(b) (4)	B B
95225 Pad	P 00057 S	4	24795.00 SY	0.00	24795.00		(b) (4) (b) (4) 1958 (b) (4)	B B
** Subtotal ** O BLDGS	3 NON-BLDGS	;	77436.00	0.00	77436.00		(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	

### REAL PROPERTY INVENTORY AS OF 01/26/96 for 37005 TABLES ASMY MISSIFE BUT NO

37805 TARHEEL ARMY MISSILE PLT, NC BASED ON: All records

	MAJ (	CMD CI	): P	USI	NG AGCY CD;	PD	PRI INST NO:	01202	BASE CD:		RURAL/URBAN	l: U			
INST CD NA T Z	ME.				CD NAME 9 Othr	Produ	ction/Logistics	Ins BU	ME RLINGTON	DIST O	DIR SUBDIV ALAMAN	ISION CE			YEAR ACOD 1 <i>9</i> 58
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** 860 Rai 86010 Railr							0.00	0.00	)		(b) (4) (b) (4) (b) (4)	1 <b>94</b> 3	B	B	
** Subtotal : 0 BLD	** GS 1	NON-BI	_DGS		0.00		0.00	0.00	)		(b) (4) (b) (4) (b) (4) (b) (4)				
** 871 Grou 87110 <b>Storm</b>	und Drainage Sewer	₽ P 00	)058	3 1	0.00		0.00	0.00	)		(b) (4) (b) (4) (b) (4)	1958	В		
87150 Retair	Structur	P 00	1056 S	3 1	0.00	,	0.00	0.00			(b) (4) (b) (4) (b) (4)	1958	B		
** Subtotal * O BLDG	e* 95 2 N				0.00		0.00.	0.00	i		(b) (4) (b) (4) (b) (4) (b) (4)				
** 872 Fenc 87210 Fencin		P 00	066 S	1	0.00		0.00	0.00			(b) (4) (b) (4) (b) (4) (b) (4)	1943	В		
** Subtotal * O BLDS		ON-BL	DGS		0.00		0.00	0.00			(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)				
** 891 Misc 89120 Plt/Ut		P 00	018 B	1	463i.00	SF	0.00	4631.00			(b) (4) (b) (4) (b) (4) (b) (4)	1 <b>96</b> 0	B	liji -	BLK
89121 Heat F	lt Bldg	P 00(	)05 B	1	5063.00	SF	0.00	5063.00			(b) (4) (b) (4)	1943	B	В	В
89131 <b>Sew/W</b> st	t Wtr Trt	P 00(	)23 P	1	293.00	SF	0.00	293.00			(b) (4) (b) (4) (b) (4)	1972	B	¥.	BLK
39131 <b>Sew/W</b> st	: Wtr Trt F	9 000	) <b>29</b> P	4.	3475.00 (	BF	0.00	3475.00			(b) (4) (b) (4)	1973	В	Ų	BLK
89131 <b>Sew/Ws</b> t	: Wtr Trt   F	o0(	)30 B	1	276.00 8	SF	0.00	276.00			(b) (4) (b) (4) (b) (4)	1973	В	<b>#</b>	BLK ·
** Subtotal ** 5 BLDGS		N-BLI	9 <b>G</b> S		13738.00		0.00	13738.00			(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)				

### REAL PROPERTY INVENTORY AS OF 01/26/96 for 37805 TARHEEL ARMY MISSILE PLT, NO

BASED ON: All records

MAJ	T CMD CD: P	USING	AGCY CD: PD	PRI INST NO:	)1202 BA	SE CD:	RURAL/URBAN: U	
TYPE STATUS/K INST CD NAME T Z	(IND/OPERATOR		CD NAME		NAME	DIS	COUNTY/POLITICAL ST-DIR SUBDIVISION O ALAMANCE	YEAR ACOD 1958
CAT CATEGORY CODE CODE DESCRIPTION	C NO	U C	GROSS AREA UM	AREA	VACANT AREA	TOTAL CAPACITY UM	COST TO YEAR C P	WAL EXT
** 893 Misc LF Util						(b) (4)	(b) (4) (b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	
39340 Utilidors	P 00061	S 1	0.00	0.00	0.00		(b) (4) 1958 B B	
89340 Utiliders	P 00067	S 1	0.00	0.00	0.00		(b) (4) (b) (4) 1952 B B (b) (4)	
** Subtotal **			0.00	0.00	0.00		(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	
** 911 Land Pur/Con/ 91140 Land Hld OGvAgF	° P 00051						(b) (4) (b) (4) (b) (4) (b) (4)	
** Subtotal ** O BLDGS 1	NON-BLDGS		32.00	0.00	0.00		(b) (4) (b) (4) (b) (4) (b) (4) (b) (4)	
** 921 Easements 92130 Easm Purch Fed	P <b>92</b> 130	**	12.00 AC	12.00	0.00		(b) (4) (b) (4) 1958 (b) (4) (b) (4)	
** Subtotal **  O BLDGS 1	NON-BLDGS		12.00	12.00	0.00		(b) (4) (b) (4	

COST TO US GOVERNMENT:

ACCOUNT # 1710 : (b) (4) (b) (4)

ACCOUNT # 1730 : (b) (4) (b) (4)

ACCOUNT # 1740 : (b) (4) (b) (4)

ACCOUNT # 1820 : (b) (4) (b) (4)

TOTAL : (b) (4) (b) (4)

TOTAL ESTIMATED VALUE : (b)

TOTAL PERMANENT BUILDINGS: 25
SEMI-PERMANENT BUILDINGS: 0
TEMPORARY BUILDINGS: 0

TOTAL AREA : 720588.00 SQ. FEET; 84174.00 SQ. YARDS; 44.00 ACRES

VACANT AREA : 720588.00 SQ. FEET; 84174.00 SQ. YARDS; 0.00 ACRES

DUTGRANT AREA: 0.00 SQ. FEET; 0.00 SQ. YARDS; 12.00 ACRES

(b) (4)

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COPP. WICHMIT

in Burlington, North Carolina on a 32-acre site and luss 23 bulkings providing approximately 700,000 square feet of usable manufacturing and assembly space. The plant is under the operational control of the U.S. Army Missile Command (MICOM), research, engineering, production, and refurbishment of missife systems and components. The industrial facility is located The Tarbeel Army Missile Plant is an Army inchestrial facility currently leased to the Western Electric company, Inc. for

The industrial plant was initially established in 1927 as a small textile manufacturing plant. During World War II (the facility was wed by severul defense contractors, including the Fairchild Engines and Airplane Corporation, and was greatly expanded. Western Electric Company occupied the plant in 1946 and has used the facility primarity to complete production confracts

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well-known industrial architect, Albert Kahn, possesses arcintectural significance World War II addition to the industrial plant, designed by the office of the There are no Calegory I or II properties at Turkeel Army Missile Plant.

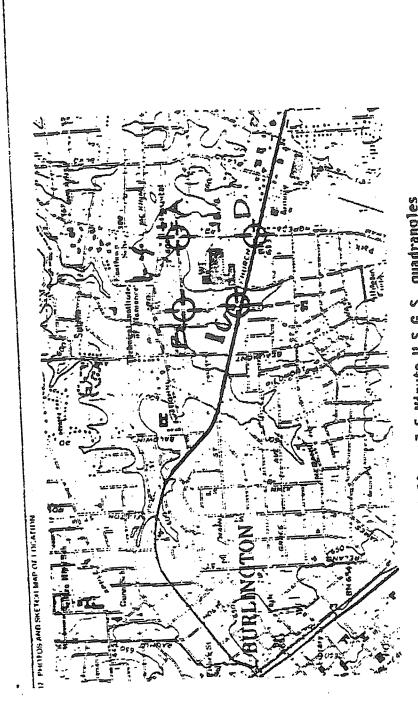
(See map on reverse side) 17 643470 3395960 33955911 17 643480 3395490 17 643020 17 643040 .. 2 .. ప

UT'M Coordinates

Vistailation area: 32 acres

(141): 1603 O - 1613-119

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Burlington, North Carolina 7.5 Minute U.S.G.S. quadrangles

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Tarheel Ariny Missile Plant, "History of Tarheel Missile Plant," (up to 1963), Nurlington, NC: Tarheel Army Missile Tarheel Army Missile Plant, Real Property Inventory, Facilities Enginear, Tarheel Army Missile Plant, 1982.

For further documentation, see MAER No. NC-15, Prints and Photogruphs Division, Library of Congress.

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HABS/HAER INVENTORY	. l'extile Plunt	Assembly Plant	51A1k
	Surering 2	Tarbeel Army Missile Plant	4 CSTEVNOCINST Y

IS DESCRIPTION AND BACKGRUMMY HIS LINT INCLUDING CORBINING HATELS, PINTSH ALINING MATERIALS ARADOR ALBERATIONS. ENTANT EQLIPMENT, AND HADERS, ARCHITECTS ENTANGERS, ETC. 13 CHAMERIADMIN ADDRESS

Rectnigular, 16 bay front, 55,983 square feet. One story. Industrial sawtooth roof, built-up roofing. Double metal and glass doors, industrial awning-type windows. Decorative brick corbelling.

farade faces south. Radio untemus tower.

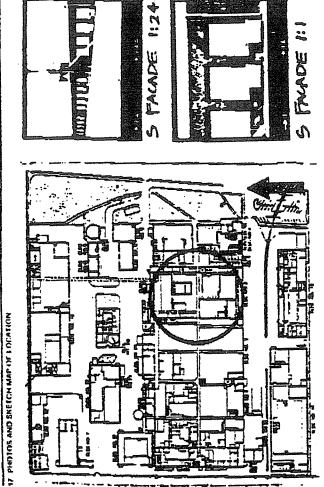
This was the original lextile manufacturing building constructed by the McNally Building Co., Framingham, MA, for the A M. Johnson Rayon Mills, Inc.

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19 DANAIR OF DEMOLITION? [ TEE BUTTON   SECURITION   SECU	
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This building contributes to an understanding of the site development of the Tarbeel Army Missile Plant but has no specific architectural, historical, or technological significance at this time. 10 SIGHAFICAMAZE

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Tarheel Army Missile Plant, "History of Tarheel Missile Plant," (up to 1963), Burlington, NC: Tarheel Army Missile Plant, m.d. Torheel Army Missile Plant, Real Property Inventory, Facilities Engineer, Tarheel Army Missile Plant, 1982.

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U.S. Army DARCOM

IN DESCRIPTION AND BACKGROLMO ANSIGNATION CONSTRUCTURED FOR SHADING NAMERIALS MALERIALS MALES ALTERATIONS EXTANT EQUIPMENT AND MACHIBLES ARCHITECTS ENGINEERS, ETC.

Concrete foundation, brick load-bearing walls. Reclangular, 79,601 square feet. One story. Industrial sawtooth roof, bailt-Original architect: Albert Kahn Associated, Architects & Engineers, Detroit, Michigan. Original building had entrance pavilion on east side (no longer Main facade faces east. Double metal doors. Fixed inclustrial windows. up roofing. standing).

stories, flat built-up roof. Double gluss and mettal doors. Fixed windows. Other alterations have included bricked-in Building has received additions and afterations. Addition to east side c. 1970: Concrete foundation, brick walls. windows and interior space changes. This building was originally constructed as an administrative section for the Fairchild Aircraft Corporation during a major World War II plant expansion.

OLANA MORNA Q Q Gambra of Derma Hoden 45pecoty Bimbrati 9 On marie HIF W. PHYHATED [] FAISH T 400CD TENCELLE NE 14 COMDINION

10 SHIGHWAINCASHUE

Although this building is an example of industrial design by the office of the noted industrial architect Albert Katm, it has It is therefore a been altered rather extensively and no longer reflects the original design intentions of the architects. Category IV property.

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U.S. Army DARCOM

19 DESCRIPTION AND BACKGMAUND HISTUM INCLUDING CDASTMINGT ON DATERS. PHY SH.A1 THAIRNSKONS, MATERIAS MAJOR ALTERATIONS, ELTANT EQUIPMENT, AND IMPONTANT BALL DERS, ARCHITECTS, ENGINEERS, ETC.

industrial awning-type windows. Decorative brick corbelling. Reclangular, 14 bay front, 63,544 square feet. One story. Industrial sawtooth roof, built-up roofing. Double metal doors with transom windows. Brick load-bearing walls. Main facade faces south. Concrete foundation.

This building was constructed in 1929 as an addition to the original Johnson Rayon Mills Plant (Building 2).

de Clandre of Demolstone (Specify Trace) - RALINS DAW GERWARATED DO AIR DEAGELLENS 14 COMPATIONS

48 SHOWING AND RE

This building contributes to an understanding of the site development of the Tarkeel Army Missile Plant but has no specific architectural, historical, or technological signilicance at this time.

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U.S. Army DARCOM

IN DESCRIPTION AND BACKGRITIMED HISTORY INCLLED MAIL CANNITHEL FOR MINITED FOR INDICEDED. STANDED BY TERRATIONS, ERTAND EQUIPMENT, AND INDICATIONS, AND ENGINEERS, AND ENGINEERS, AND ENGINEERS, ELC.

Metal and glass doors. Rectangular, 3 bays wide, 131,801 square feet. Watertower on north side. Main facade faces Bullding has received many minor alterations. Main doors on south side. Concrete foundation, steel structural frame, brick and asbestos panel walls. Entry porch. Strip industrial sash windows (many have been blocked over). Albert Kalın Associated, Architects & Engineers, Detroit, Michigan. One tail-story. Three V-shaped industrial monitor roofs, built-up roofing. south.

This building was constructed as a mujor assembly wing for the Fairchild Aircraft Corporation during a major World War II plant expension.

Management [ 图图 IS DANGER OF DEMOISTICATI DHIIMS [] HFTE COMPARETE D¢ A⊪I CH KITS CHAIN DERIGHTENT IN SIGNIFICAMOR 44 COMPANDA

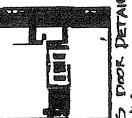
This building is a Category III properly loccouse it is a good example of the industrial design of the office of Albert Kahm. The building is one of many industrial plant facilities designed by Kahn's office during World War II as part of a national

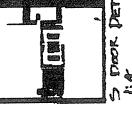
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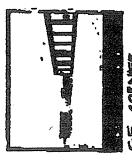
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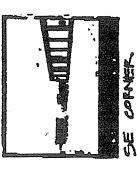
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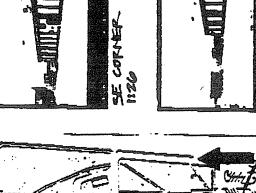
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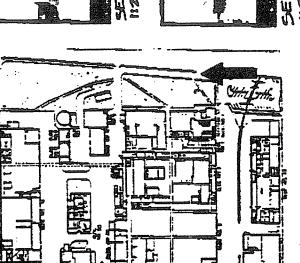












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Tarbeel Army Missile Plant, "History of Tarbeel Missile Plant" (up to 1963), Unrlington, NC: Tarbeel Army Missile Plant, n.d. Hildebrand, Grant. Designing for Industry: The Architecture of Albert Kahn. Cambridge, MA: MIT Press, 1974.

Tarheel Army Missile Plant. Real Property Inventory, Facilities Engineer. Tarheel Army Missile Plant, 1982.

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Original windows temporary wood addition on west side with cooling towers, new cooling tower on Kahn boiler plant roof. Original machinery Concrete foundation, brick load-bearing walls. Rectangular, 5,063 square feet. Stepped three story building, south end one blocked-in. Coal hypper on north side. Albert Kuhn, Associated, Architects & Engineers, Detroit, Michigan. Building has story, north end three stories. Fint built-up roof. Chimmeys from boilers. Double doors on south facade. is not intact. Converted from coal to oil c. 1966.

This building was constructed as the loider plant for the Fairchild Aircraft Corporation during a major. World War II plant expansion.

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Although this building is an example of industrial design by the office of the noted industrial architect Albert Kahn, it has been altered and no longer reflects the original design intentions of the architect. It is therefore a Calegory IV property.

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Tarkeel Army Missile Plant, "History of Tarkeel Missile Plant," (up to 196:1), Unrington, NC: Turkeel Army Missile Plant, n.d. Tarheel Army Missile Plant, Real Property Inventory, Facilities Engineer, Turked Army Missile Plant, 1982.

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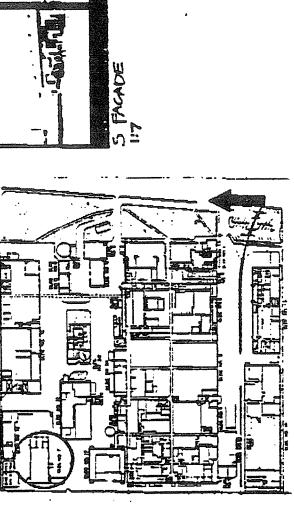
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2 MAIN IST IN STHICTURE	Guided Missile Assembly Plant Unitding 7	Tarteel Army Missile Plant		Conserved of the contraction of the property of the state

Concrete foundation, metal frame, metal siding. Meclargular, 10,540 square feet. One story, Gable roof, metal roofing,

This building contributes to an understanding of the site development of the Tarbeel Army Missile Plant but hus no specific 19 DANGER OF DEMONTROWS - Mulinos f. hie is midnated Oncor O US BADWASICABACTS 10 COMONON

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		O 1174 ZIM EASTRAS NORTHWO
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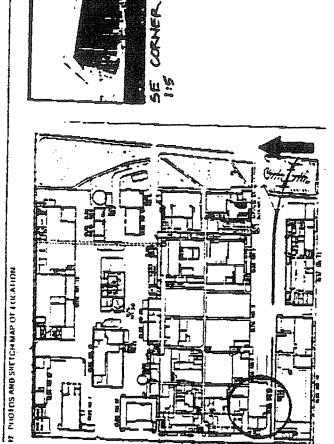
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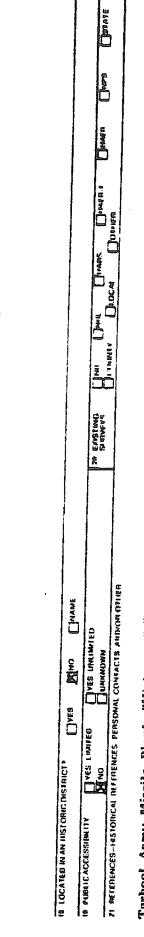
U.S. Army DARCOM

One story. Flat built-up Loading dock and porch Class block windows. Concrete foundation, brick load-bearing and asbestos panel walls. Reclangular, 7,266 square feet. roof. Three overhead doors on east side, two overfixed doors on south side. Ulass block windows. on east adde. Main jacude jaces east. Originally coastructed as open-sided loading dock with canopy roof. Albert Kalm Associated, Architects & Engineers, Detrott, Space was enclosed by the Western Electric, Company, probably in the late 1940's.

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Although this building is an example of industrial design by the office of the noted industrial architect Albert Kahn, it has been altered and no longer reflects the original design mientions of the architect. It is therefore a Category IV property.





Tarheel Army Missile Plant, "History of Tarheel Missile Plant," (up to 1963), Hurlington, N(;: Tarheel Army Missile Plant, n.d. Tarheel Army Missile Plant, Real Property Inventory, Facilities Engineer, Tarheel Army Missile Plant, 1982.

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Concrete foundation, brick load-bearing and asterstas panel walls. Rectangular, 4.568 square feet. One story. Flat built-up roof. Four exterior chimney stacks. Rewlinds and papers. Overteend doors. Inclustrial sash windows. Fenced-in loading

Originally built during a major World War II plunt expansion. Building has received many alterations and been continually

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Tarheel Army Missile Plant, "History of Tarheel Missile Plant" (up to 1963), Burlington, NC: Tarheel Army Missile Plant, n.d.

Tarbeel Army Missile Plant, Real Property inventory, Facilities Engineer, Turined Army Missile Plant, 1982.

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Overhead doors on north side have Concrete foundation, concrete frame, brick and concrete block walls. Reclangular, 11 bay front, 48,606 square feet. stories, flat tuilt-up roof. Double glass doors on oust side, industrial sash windows. been blocked-in. Roof used as test space. Main lacade taces north.

Constructed by Army Orchance for Western Liectric Company as a lest and assembly building for ground guidance components

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This building contributes to an understanding of the site development of the Tarbeel Army Missile Plant but has no specific

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D DESCRIPTION AND BACHISTONY BECLIEBING CHASTER! THE DATEST THE MICHARICAND, BATERIALS, MAJOR AL LERATIONS, ENTANT EQUIPMENT, AND

Concrete foundation, concrete structural frame, brick walls. Licclangular, 16 bay front, 94,988 square feet. 4 1/2 stories 2 stories on south skie, 4 stories on north side. Fiat built-up roof. Overhead garage doors first level, Industrial sasti windows, originally 2 per bay (many have been blocked-in), overhead doors on second level on south side. exterior metal stairs. Interior has two large trught-type elevators. Roof used as test space.

Main facade faces south. Constructed for the Western Blectric Company as a lest and assembly building for ground guidance components for the

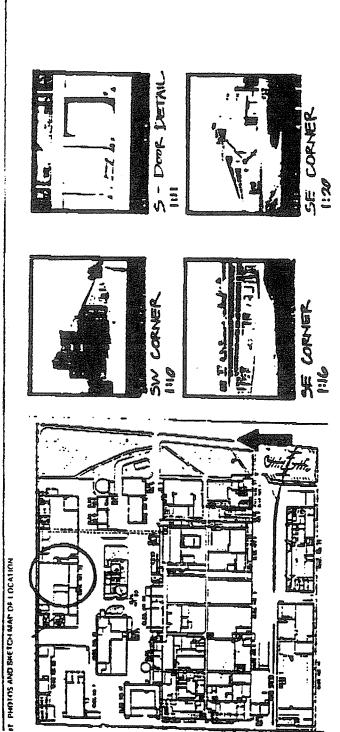
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14 COMBUTION		OF BROKENCENUE	Service County

This building contributes to an underslunding of the site development of the Tarheel Army Missile Plant but has no specific architectural, historical, or technological significance at this time.

May 1983

Building Technicity incorporated

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Tarkel Army Missile Plant, "History of Tarkeel Missile Plant," (up to 1963), Nurlington, NC: Tarkeel Army Missile Plant, n.d.

Tarheel Army Missile Plant, Real Property Inventory, Facilities Engineer, Turked Army Missile Plant, 1982.

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1HIA-52-13	20 13.35	PROST CESHS-FITH CHIRWS	10	5-200610001 F.24
		HTRW-CX COMMENT TRANSMIT	TAL	10/19/96
Comments T	ransmitted to Attention Submittal # Action	Commander, Savannah District (b) (6)  1001- 62636  Document received but not reviewed		
Project Information	Location Site Project Ooc Title Phase Designed by	Burlington Tarheel Army Missile Plant Site Wide FINAL ADDENDUM SITE INVESTIGATIO BASELINE RISK ASSESSMENT FOR TH Final Rust Environmental And Infrastructure,	IE TARHEEL ARMY M	
DISCIPLINE	ACTION	SIGNIFICANT ISSUES		
Chemistry Geotechnical Eng Process Engineer Risk Assessment	HR HR NR NR			
	REQUESTED	ACTION	HTRW-CX F	oint of Contact
The HTRW-CX has no comment on this submittal at this time. However, to further our understanding of the Issues that affect this project and your district's execution, please provide this office a copy of annotated responses to comments made by your office, other agencies and interested parties. Copies of minutes of review meetings concerning this submittal would also be informative. In this manner, we can be more effective in commenting on future submittals on this and other District projects.		Telep Transmittal (	(b) (6) of comments approved by: (b) (6)	

'NC = Reviewed; No Commants NR = Not reviewed

NT = No tech involvment

RCA = Reviewed, Comments Attached

CT = Conferred/Deferred to District Counterpart SCA = Reviewed w/Significant Comments attached

X CESAS-EN-GH Juana Perez

[] CEMRO-HX-S Eric (ric) Hines

[] SAD

[] CEMRO-HX-S (Files)

R-62-22

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#### CORRECTIONAL DEED OF RELEASE

STATE OF GEORGIA )
COUNTY OF FULTON )

**24** 

WHEREAS, on September 29, 1949, Reconstruction Finance Corporation, a corporation, and UNITED STATES OF AMERICA, both acting by and through the Administrator of General Services, executed in favor of the City of Burlington, North Carolina, a certain Deed of Release, recorded at pages 405 to 407 in Deed Book 182 of the public records in the office of the Register of Deeds, Alamance County, North Carolina, for the purpose of releasing certain land from the conditions, reservations and restrictions contained in a Quitclaim Deed, dated the 13th day of November, 1947, from Reconstruction Finance Corporation and UNITED STATES OF AMERICA, both acting by and through the War Assets Administrator, to the City of Burlington, North Carolina, which said Quitclaim Deed is recorded at pages 278 - 282 of Deed Book 169 of the public records in the office of the Register of Deeds, Alamance County, North Carolina; and

WHEREAS, it has been determined that the land, to be released from the conditions, reservations and restrictions as contained in the said Quitclaim Deed dated November 13, 1947, was, in the said Deed of Release, improperly and incorrectly described, that is to say, the said Deed of Release, dated September 29, 1949, did not describe the land that the Reconstruction Finance Corporation and UNITED STATES OF AMERICA intended to release from the conditions, reservations and restrictions as contained in the Quitclaim Deed of November 13, 1947, as aforesaid;

WHEREAS, the City of Burlington, North Carolina, has requested that the Deed of Release, dated September 29, 1949, be corrected for the sole and only purpose of including therein a description of the property originally intended to be released, as aforesaid; and

WHEREAS, it has been agreed by City of Burlington, North Carolina, as evidenced by a resolution adopted by the City Council of the City of Burlington, North Carolina, at a regular meeting of the Council held on POSIED TO DATE

INITIALS

Allotment Ledger.

Correctional Deed of Release dtd h-17-52 from Reconstruc. & Finance Corp. & USA to City of Burlington for the sole purpose of correcting land descrip, of the 5,2 acre tract referred to in Deed of Release dtd 9-29-49.

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the first day of April, 1952, that in the event a Correctional Deed of Release is executed and delivered by Reconstruction Finance Corporation and UNITED STATES OF AMERICA, any land heretofore incorrectly released from the conditions, reservations and restrictions as contained in the Quitclaim Deed dated November 13, 1947, as aforesaid, shall revert to and continue to remain under the said conditions, reservations and restrictions just as if the Deed of Release of September 29, 1949, had never been executed and delivered; and

WHEREAS, it has been determined that a Correctional Deed of Release, correctly describing the land originally intended by Reconstruction Finance Corporation and UNITED STATES OF AMERICA to be released from the conditions, reservations and restrictions of the Quitclaim Deed of November 13, 1947, should be executed and delivered;

NOW, THEREFORE, Reconstruction Finance Corporation, a corporation duly organized and existing under and by virtue of the laws of the United States, which corporation has succeeded pursuant to the provisions of Public Law 109, 79th Congress, approved June 30, 1945, to all rights, and assets of Defense Plant Corporation, and UNITED STATES OF AMERICA, both acting by and through the Administrator of General Services under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), Surplus Property Act of 1944 (58 Stat. 765) as amended, and regulations and orders promulgated thereunder, in consideration of the foregoing, and for the sole and only purpose of describing hereinbelow the land intended to have been released by the Deed of Release of September 29, 1949, and for no other purpose, do hereby release from the conditions, reservations and restrictions contained in the said Quitclaim Deed dated November 13, 1947, the following described property, to-wit: -

That certain tract or parcel of land lying and being in the County of Alamance, State of North Carolina, a portion of the Fairchild Airport, more particularly described as follows:

Beginning at a point, which said point is South 71° 51° East 118.9 feet from the intersection of the East boundary line of the Graham-Hopedale Road with the South boundary line of United States Highway No. 70, and from said point of beginning running

thence South 71° 51' East 435.5 feet to a point; thence South 31° 13' East 161.18 feet to a point; thence South 22° 37' West 385.83 feet to a point; thence North 86° 21' West 314.3 feet to a point; thence North 3° 18' West 610.9 feet to the point of beginning, containing 5.2 acres, more or less.

PROVIDED the aforesaid conditions, reservations and restrictions, as expressed and set forth in the Quitclaim Deed of November 13, 1947, shall remain in full force and effect on all of the residue of the airport property as described in the said Quitclaim Deed of November 13, 1947.

PROVIDED, FURTHER, that the conveyance from the City of Burlington, North Carolina, to the State of North Carolina, as referred to in the Deed of Release of September 29, 1949, shall provide as follows:

ONE: That the height of any structure that might be erected on the land herein described will not project above a plane sloping upward and outward one foot vertically for each seven feet horizontally from a line 125 feet from and parallel to the center line of the N-S Runway.

Two: That the property will not be used in any manner that would constitute a hazard to the landing and taking off of airplanes at the airport.

IN WITNESS WHEREOF, the Reconstruction Finance Corporation and UNITED STATES OF AMERICA have caused these presents to be executed as of the 17th day of April, 1952.

RECONSTRUCTION FINANCE CORPORATION Acting by and through Administrator of General Services

LITNESSES:

(b) (6)

STATE OF GEORGIA )
COUNTY OF FULTON )

This 17th day of April, 1952, personally came before me, Eva W.

Fuller, a Notary Public in and for said County in said State, H. E. Harman, Jr., who, being by me duly sworn, says that he is the Regional Director, Region IV, General Services Administration, Atlanta, Georgia, and that the foregoing Correctional Deed of Release was signed and sealed by him in behalf of the Reconstruction Finance Corporation and UNITED STATES OF AMERICA by authority of law; and the said H. E. Harman, Jr. acknowledged the said Correctional Deed of Release to be the act and deed of the Reconstruction Finance Corporation and UNITED STATES OF AMERICA.

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STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, the undersigned Register of Deeds of Alamance County, State of North Carolina, hereby certify that the Correctional Deed of Release, dated April 17, 1952, from the Reconstruction Finance Corporation and UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, to the City of Burlington, North Carolina, for purposes therein stated, was filed for record in my office at 3:25 of clock p.m., on the 220 day of May 1952, and has been duly recorded in Deed Book No. 208 at pages 421 to 422, inclusive, thereof, in the public land records of the said County and State.

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Alamance County

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## DEED OF RELEASE

STATE OF GEORGIA )
COUNTY OF FULTON )

THIS AGREFMENT, made and entered into by and between the RECONSTRUCTION FINANCE CORPORATION, a Corporation duly organized and existing under and by virtue of the laws of the United States, which Corporation has succeeded pursuant to the provisions of Public Law 109, 79th Congress approved June 30, 1945, to all rights and assets of Defense Plant Corporation, and the UNITED STATES OF AMERICA, both acting by and through the GENERAL SERVICES ADMINISTRATOR under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 and Surplus Property Act of 1944 (58 Stat. 765) as amended thereby, and regulations and orders promulgated thereunder, party of the first part, and the CITY OF BURLINGTON, a body politic under the laws of the State of North Carolina, party of the second part.

#### WITNESSETH:

THAT WHEREAS, the party of the first part by instrument entitled, "Quitclaim Deed," dated the 13th day of November, 1947, recorded in Deed Book 169, page 278, Office of the Register of Deeds of Alamance County, North Carolina, quitclaimed to party of the second part certain property located in the area known as Fairchild Airport; and

WHEREAS, by said instrument party of the first part did quitclaim to party of the second part certain land as set out therein, subject to certain conditions, reservations and restrictions as set out in said deed; and provided that upon a breach of any of the said conditions, reservations and restrictions by party of the second part or any subsequent transferee, the interest, right of possession or other right transferred to the party of the second part should, at the option of the party of the first part, revert to the party of the first part upon demand; and

Deed of Release dtd 9-29-49 from Reconstruc. & Finance Corp. & USA to City of Burlington releasing the conditions, reservations & restrictions from a 5.2 acre tract contained in orig. QCD dtd 11-13-47. 5.7

- 1 -

WHEREAS, the party of the second part has requested authorization to convey to the State of North Carolina the property hereinafter described for use by the North Carolina National Guard, free from the aforesaid conditions, reservations and restrictions.

NOW THIS AGREEMENT WITNESSETH, that the party of the first part, in consideration of the mutual agreements hereby made, does hereby release from the conditions, reservations and restrictions contained in the said Quitclaim Deed, dated the 13th day of November, 1947, the following property, to-wit:

That tract or parcel of land lying and being in the County of Alamance, State of North Carolina, a portion of the Fairchild Airport described as follows:

Beginning at a point which is the intersection of the East boundary line of the Graham-Hopedale Road with the South boundary line of U. S. Highway No. 70 and running thence S 71° 51' E 435.5 feet to a point; thence S 31° 13' E 161.18 feet to a point; thence S 22° 37' W 385.83 feet to a point; thence N 86° 21' W 314.3 feet to a point; thence N 3° 18' W 610.9 feet to the point of beginning, containing 5.2 acres, more or less.

PROVIDED the aforesaid conditions, reservations and restrictions set out in the said fuitclaim Deed shall remain in full force and effect on the residue of the airport property.

PROVIDED, FURTHER, that the conveyance from party of the second part to the State of North Carolina shall provide as follows:

on the land herein described will not project above a plane sloping upward and outward one foot vertically for each seven feet horizontally from a line 125 feet from and parallel to the center line of the N-S Runway.

TWO: That the property will not be used in any manner that would constitute a hazard to the landing and taking off of airplanes at the airport.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed as of the 29th day of September , 1949.

RECONSTRUCTION FINANCE CORPORATION Acting by and through GENERAL SERVICES ADMINISTRATOR

WITNESSES:

(b) (6)

UNITED STATES OF AMERICA Acting by and through GENERAL SERVICES ADMINISTRATOR

WITNESSES:

(b) (6)

STATE OF GEORGIA )
COUNTY OF FULTON )

(b) (6)

Georgia, State at Large

(SEAT) TURK

My Commission Expires:

2/2/52

### CERTIFICATE OF RECORDATION

STATE OF NORTH CAROLINA COUNTY OF ALAMANCE

(b) (6)

Alamance County, North Carolina

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(SEAL)

#### CERTIFICATE OF DELIVERY

# \_ (b) (6)

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Assets, Atlanta, Georgia, do hereby certify that I delivered a certain Deed of Release, dated the 29th day of September, 1949, from the United States of America, to the CITY OF BURLINGTON, covering certain property at the installation known as Firestone Tire & Rubber Company, by mailing same registered mail, return receipt requested, to Mr. W. H. Carper, City Manager, Burlington, North Carolina, on September 29, 1949.

Dated at Atlanta, Georgia, this the 22nd day of November, 1949.



# DEPARTMENT OF THE ARMY SUBMITTED BY OFFICE, CHIEF OF ENGINEERS REAL ESTATE DISPOSAL REPORT NO.

Submitted pursuant to Title 10, United States Code, Section 2662.

Name of Installation:

Tarheel Army Missile Plant, North Carolina

Using Service:

United States Army Materiel Command

Current Use:

.of + A

Land and buildings leased to American Telephone

and Telegraph Technologies, Inc., for

industrial purposes.

Interest:

Fee and Easement

Land Area:

Fee (32.36 acres), easement (12 acres), and

710,781 square feet of building space.

(b) (4)

Acquisition Date:

Property was purchased on February 13, 1942, by the Defense Plant Corporation from Washington National Insurance Company of Evanston, Illinois. It was controlled by several Federal agencies before being transferred from GSA to the Department of the Army on December 31, 1957.

Proposed Action:

Report to General Services Administration as

excess real property.

Authority:

Federal Property and Administration Service Act of 1949 (63 Stat. 377).

- 1. This report is submitted for the purpose of notifying the Committees on Armed Services of the Senate and House of Representatives, the facts concerning the proposed reporting of the Tarheel Army Missile Plant, Burlington, North Carolina, to the General Services Administration for negotiated sale to AT&T Technologies, Inc., the current lessee of the installation.
- 2. During World War II, the Reconstruction Finance Corporation (RFC) established an industrial plant in Burlington, North Carolina, for production of wooden training planes by the operator, Fairchild Engine and Airplane Corporation. After World War II, the Firestone Tire and Rubber Company leased the property for an interval for commercial production. Since March 1946, the facility has been leased to the Western Electric Company, later known as AT&T Technologies, Incorporated (AT&T), for production of electronic and radar devices, primarily for the Army and the

Navy. The installation comprises 32.36 acres of fee lands presently leased to AT&T, and 12 acres of easement interests for a railroad spur presently (4)

- 3. The entire installation is excess to the Army. The property is excess to the current and foreseeable requirements of the Department of Defense. It is not feasible to exchange this excess property for other property authorized to be acquired, since no acquisition of similar property in the vicinity is contemplated by the Department of the Army. Estimated annual costs of operation and maintenance or care and maintenance of the installation to the Army is \$0.00 since AT&T and Alamance County pay those costs as obligated by each respective outgrant.
- 4. Since the excess property has been screened against the needs of the Departments of the Air Force and Navy, the Defense agencies and services, and the United States Coast Guard, with negative results, it is proposed to report the property to GSA for disposal.
- 5. This action has been approved by the Assistant Secretary of Defense (Manpower, Reserve Affairs and Logistics).



# STATE OF NORTH CAROLINA OFFICE OF THE GOVERNOR 20301 Mail Service Center • Raleigh, NC 27699-0301

MICHAEL F. EASLEY GOVERNOR

September 25, 2003

Mr. Raymond J. Fatz
Deputy Assistant Secretary of the Army
Environment, Safety and Occupational Health
Office of the Assistant Secretary of the Army
Installations and Environment
110 Army Pentagon
Washington DC 20310-0110

Dear Mr. Fatz:

I am writing with the understanding that, as soon as possible after your receipt of this letter, the federal government will make every effort to sell the federal facility known as Tarheel Army Missile Plant (TAMP) located in Burlington, North Carolina. I understand that the federal government has had this goal for a number of years.

In accordance with Section 120(h)(3)(C)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., I hereby defer the requirement at TAMP that the deed that accomplishes the transfer contain the words "a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any [hazardous] substance remaining on the property has been taken before the date of such transfer..."

I am allowing this deferral because I have determined, pursuant to CERCLA § 120(h)(3)(C)(i)(I)-(IV), that the property is suitable for transfer, based on the finding stated in your letter to me dated August 1, 2003:

- (a) the property is suitable for the intended use and this use is consistent with the protection of human health and the environment;
- (b) the transfer documents will contain the required statutory assurances:
- (c) the Army has given the required public notice; and
- (d) the early transfer will not substantially delay any necessary response action.

Mr. Raymond J. Fatz September 9, 2003 Page 2

My deferral of the required covenant is contingent, of course, on compliance with the two documents, "Finding of Suitability for Early Transfer" and the "Administrative Order on Consent" that federal and state officials have negotiated. In addition to this contingency, I also require this condition: that the contract for sale of the property itself be made contingent on the results of an additional thirty (30)-day public comment period, to be appropriately announced through means including advertisement in the same newspaper where the prior announcement occurred.

I am convinced that the arrangement worked out by the state, local and federal officials involved will protect human health and the environment, and I am enthused about the anticipated productive reuse of this property. I commend all who have labored on this project.

With warmest personal regards, I remain



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#### FINDING OF NO SIGNIFICANT IMPACT EXCESSING ACTION TARHEEL ARMY MISSILE PLANT (TAMP) BURLINGTON, NORTH CAROLINA

BACKGROUND: The TAMP is located in Burlington, NC and is owned by the U.S. Army Missile Command (USAMICOM). Prior to acquisition by the Federal government, the TAMP was known as the Old Burlington Rayon Plant. In 1942, the Federal government acquired title to the property and it was used to manufacture the Fairchild AT-21 aircraft by the Fairchild Aircraft Corporation. In 1944, the Firestone Tire and Rubber Company used the facility for tank re-building. In 1946, Western Electric Company (WECO) leased the facility from the General Services Administration (GSA) for the purpose of manufacturing commercial electronic equipment. In 1957, the title to the property was transferred from the GSA to the Department of the Army. The Department of the Army assigned ownership of the facility to the USAMICOM in 1962. WECO, whose name was changed to AT&T Technologies, Inc., continued to lease the property as the business became primarily military in nature. The lease expired in 1992. Presently, the facility is undergoing soil and groundwater remediation while awaiting transfer from the USAMICOM to the GSA for disposal.

DESCRIPTION OF THE PROPOSED ACTION: The USAMICOM proposes to transfer the TAMP facility to the GSA for disposal. alternative is identified as Alternative 1. The Army intends to impose a deed restriction that will limit future use of the property to light industrial use only. In addition, the Army intends to retain right of entry to the property until all soil and groundwater remediation is complete.

ALTERNATIVES CONSIDERED: Two other alternatives to the excessing action to GSA were considered in the EA. The first alternative, Alternative 2, is a transfer of the TAMP Facility to another branch of the U.S. Department of Defense (DOD). This alternative was dismissed as a viable alternative because no DOD branch had identified a need for the TAMP Facility. The final alternative, Alternative 3, is to take no action. The no action alternative would result in the Army incurring care and custody costs with no benefits. This alternative was also dismissed as not being viable.

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ENVIRONMENTAL EFFECTS. Each alternative was evaluated for environmental effects with regard to the following areas of consideration: air quality, surface water and sediment quality, groundwater quality, biological impacts, land and geological impacts, archaeological/historical impacts, socioeconomic and land use impacts, noise, and other hazardous, toxic, or radiological impacts. Each area of consideration is discussed below.

- 1. Air Quality: The EA did not identify any positive impacts on air quality with any of the three alternatives. The negative impacts were identified as being minimal with respect to Alternatives 1 and 2, provided all sources are identified and properly permitted as a result of ownership transfer. For Alternative 3, air quality negative impacts were found to be negligible, although possible, if the boilers are operated during very cold weather.
- 2. Surface Water and Sediment Quality: The EA did not identify any positive or negative impacts on surface water and sediment quality with regard to any of the alternatives. The storm water drains did contain sediments with elevated heavy metal levels. However, the storm drains have been cleaned and the contents taken offsite for proper disposal.
- 3. Groundwater Quality: There were no impacts on groundwater quality, positive or negative, identified with the alternatives provided that the ongoing remediation is completed.
- 4. Biological Impacts: No negative or positive impacts on the local biology were identified in the EA. The TAMP is composed primarily of buildings and paved areas, with only a very limited amount of open lawn area. Because of the limited habitat, none of the alternatives are expected to have any effect on biological life at the TAMP.
- 5. Land and Geological Impacts: Positive effects on land and geology were identified with all the alternatives, provided the ongoing remediation is completed. No negative impacts on the land and geology were identified in the EA for the alternatives.
- 6. Archaeological/Historical Impacts: No negative or positive impacts with regard to archaeology or history were identified. However, Historical American Buildings Survey (HABS)

Level 3 documentation has been completed for Building 4 of the TAMP because of its association with the Albert Kahn architectural firm. Due to extensive modifications to the structure, it is not considered eligible for listing on the National Register of Historic Properties.

- 7. Socioeconomic and Land Use Impacts: Positive socioeconomic and land use impacts with respect to Alternatives 1 and 2 were identified in the EA. This is attributable to the possible job growth and increase in the local tax base associated with putting the facility back into use. No negative impacts were identified for Alternatives 1 and 2. No positive socioeconomic and land use impacts were identified for Alternative 3. However, negative impacts on the local economy were found with keeping the property in a non-use category.
- 8. Noise: No positive noise impacts were identified for Alternatives 1 and 2. However, negative impacts associated with moving and operations are expected. This property was a manufacturing facility, with the associated noise levels, from the 1920s until 1992. The noise impacts are not considered to be significant. There were no negative or positive impacts on noise with Alternative 3.
- 9. Other Hazardous, Toxic, or Radiological Materials:
  Possible hazards include underground storage tanks, aboveground storage tanks, the industrial wastewater treatment plant, drums and building inspections, and polychlorinated biphenyl (PCB) containing materials. No positive or negative impacts were found in these areas provided the ongoing remediation is completed and secondary containment structures are added around the aboveground storage tanks. All underground storage tanks, except for the two Number 2 Fuel Oil tanks for the boilers, have been removed. The ongoing remediation will treat soil and groundwater contamination around the industrial wastewater treatment plant and underground storage tank removal areas. All drums and PCB containing materials have been removed.

CONCLUSION: The USAMICOM proposes to transfer the TAMP facility to the GSA for disposal. An EA has been prepared evaluating the environmental impacts in more detail and has found no significant environmental effects for the proposed action. This Finding of No Significant Impact (FNSI) is based on the findings in the EA. The EA and FNSI will be available for public review at the TAMP Facility located at 204 Graham-Hopedale Road in Burlington, NC

during the hours of 10:00 am and 3:00 pm and by appointment. set up an appointment, contact (6)(6) Requests for further information or submittal of public comments may be made within 30 days after first publication date to

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#### DEPARTMENT OF THE ARMY UNITED STATES ARMY MISSILE COMMAND REDSTONE ARSENAL, ALABAMA

FINDING OF NO SIGNIFICANT IMPACT FOR THE ENVIRONMENTAL ASSESSMENT OF THE EXCESSING ACTION FOR THE TARHEEL ARMY MISSILE PLANT BURLINGTON, NORTH CAROLINA

PREPARED JANUARY 1997

PROPONENT OF THE ACTION:

(b) (6)			

PREPARED BY:

REVIEWED BY:

Environmental Engineer Directorate of Environmental Management and Planning

Chief, IR Division Directorate of Environmental Management and Planning

REVIEWED BY:

REVIEWED BY:

U.S. Army Missile Command

Acting Chief Counsel U.S. Army Missile Command

APPROVED BY:

FINAL APPROVAL BY:

Addendum No. 1 to Indemnity Agreement dated January 25, 1989

Without regard to the ultimate financial responsibility for and work and consistent with the terms of this indemnity agreement, the Air Porce agrees to conduct any necessary Remedial Acteon/Passibility Study (RI/FS) and Remedial Messign/Remedial Action (RD/RA) on former Air Force plant 36 Passuant to applicable laws, regulations and Department of Passuant Force policy.

The will make available to Air Force personnel, or its allocated agents or contractors, reasonable access (Accession to for the conduct of its RI/FS and, if necessary, RD/S) and the provided that (a) advance notice of Access is given imply basis to GE's project manager, (b) Access (and raise not unreasonably interfere with GE's manufacturing and interfere with GE's manufacturing and interfere with GE's manufacturing and continues operations, and (c) Access may be limited as a prior sentence, GE will allow the Air Force associations are prior sentence, GE will allow the Air Force associations are also trivial subject to the selecticity, staging areas for equipment, and will allow the Air Force associations are also trivial subject to the selecticity, staging areas for equipment, and will allow the Air Force associations.

Except as provided above, the Indomnity Agreement remains

of force this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 1989.

THIS UNITED STATES OF AMERICA
Through the United States Are Police

(b) (6)

Accepted and agreed to in Cincinnati, Obio 1806

THE GENERAL ELECTRIC CLEERANCE

(b) (6)

#### CHRISHITY WERE THENT

This agreement, made this <u>lith</u> day of <u>lattery</u> of the content o

WHEREAS, the Air Force has expressed a desire to sell Finns We. 36, located at Evendale, Ohio, adjacent to the facilities of the had

WHEREAS, OF has submitted a proposal to purchase Plant No under terms and conditions expressed in an Offer to Purchase between GE and the General Services Administration, and

WHEREAS, such Offer to Furchase is intended to be subject on undertaking by the Air Force-to indemnify and hold harmless from certain liabilities which may relate to environmental conditions at or relating to Plant No. 36;

NOW, THEREFORE, the parties agree as follows:

- The Air Porce retains its liability under law and oppositive G2 with regard to the cost of remediation, random order corrective action and related closure or post closure and monitoring of environmental conditions, as necessary for compliance with federal, state or local statutory or regulator standards and requirements resulting from:
  - the Air Force's status as a federal owner of Fine
  - (2) acts of former owners, or

(3) acts of government contractors at the plant columning GE) that occurred prior to the effective sate of the enterty

Provided, however, that the Air Force retains its rights passive to applicable contracts and laws to seek contribution or indemnification from government contractors (including GE) applicable costs exising from any act resulting from:

- (1) GE's violation of a government contract of least effect when the act occurred,
- regulation in effect when the est occurred, unless such accourted as a result of compliance with specific terms and conditions of a government contract or written instructions accourted any right that GE now has, if any, to asset the date that even violation was caused by the failure of the provided and the failure of the provided and the failure of the provided and the failure of the provided as a time!

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the air Force has, if any, to assert that such a defense in the publicable or otherwise insperspriate, or

(3) GE's perfermance of commercial contracts.

Mawayar, nothing harein extinguishes any right that GE has to contribution or indemnification for such costs under past or presently existing contracts with the Air Force.

Provided further, however, that nothing herein extinguishes any rights to contribution or indemnification the Air Force may have against GE under law or contract for the acts and omissions of GE's efficers, agents or employees.

- 2. GE and the Air Force agree that their respective positions relating to future tort claims arising from environmental conditions and activities at Plant 16 prior to the transfer, shell remain unchanged. Each party shell retain such liabilities, if any, that each party had prior to the transfer of ownership of Plant 16 to GE. Any indemnification rights relating to such liabilities, that existed prior to the transfer of ownership, shell continue to exist thereafter.
- closing date of sale, the Air Force will not be liable to indemnify GE for costs pursuant to paragraph 1 of this Agreement anlass GE, prior to incurring such costs, notifies either the Agreement designated Contracting Officer or the designated federal agency then having oversight responsibility for the facility of the expected corrective action. Such notice shall include a proposal outlining the extent, nature and cost of the work to paragraphed, and shall afford the Air Force or federal agency and opportunity to comment before GE commences said corrective action.
- A. The Air Force's liability pursuant to paragraph 1 of the Agreement shall be reduced to the extent GE receives payments under contracts with the Air Force or another federal agency (viceverse), general and administrative expense provisions of otherwise) expressly to cover costs the Air Force has agreed to pay pursuant to paragraph 1. To the extent the Air Force has liability pursuant to paragraph 1 which exceeds such contract payments, the obligations of the Air Force under paragraph 1 shall be satisfied from funds appropriated for environmental classical remedial action available to the Air Force. Nothing in this agreement shall be construed as implying that the Congress will at a later date appropriate funds to meet deficiencies.
- 3. This indemnity agreement shall survive the sale of the sale of

A FRIEND LANG HAN HENCE SEE FEE

THIS UNITED STATES OF AMERICA Through the United States Air Force Witness: Title: HQ Air Force Systems Commune Accepted and agreed to in Cincinnati, Ohio 25 day of , 1989. THE GENERAL ELECTRIC COMPANY Witness:

Project: Tarheel Army Missile Plant

Location: Burlington Township, Alamance County, N.C.

Purpose: QuitClaim Deed

Owner: United States of America

Tract No. 1

Acreage 21.96

All that parcel of land situate, lying and being in Burlington Township, Alamance County, North Carolina, and known as Tarheel Army Missile Plant and bound now or formerly on the west by A.T.&T. Technologies, Inc., east by the right-of-way of Graham-Hopedale Road, north by Ronald L. Norton, Henry L. Harris, H.T. King, Carl L. Temple, William Glen Harrison, Jr., Dr. George E. Koury and Mack Elmo McCorkle, south by Taylor Hayden, Muriel Rose Freedman, the north right-of-way of Defense Street, Zimmerman Properties, Inc., John N. and Terry N. Bakatsias, John Nick Bakatsias, et al, and being more particularly described as follows:

Beginning at a 3/4 inch iron pin being located S 74°58'47" E 488.38 feet, along the northerly right-of-way of North Church Street (U.S. Hwy. 70) to an iron pin, N 02°37'11" W 124.30 feet along a property line common to A.T.&T. Technologies, Inc., and Taylor Hayden, from a right-of-way monument at the intersection of the easterly right-of-way of Cobb Avenue and the northerly right-of-way of North Church Street (U.S. Hwy. 70).

Thence from the point of beginning with the land of A.T.&T. Technologies, Inc., S 87°26'04" W 10.00 feet to a 5/8 inch rebar with cap designated as corner "A-1"; thence with the land of A.T.&T. Technologies, Inc., N 02°38'35" W 892.68 feet to an iron pin common to the land of Ronald L. Norton. Thence with the land of Ronald L. Norton N 02°38'35" W 27.92 feet to a 1 inch iron pin designated as corner "A-2"; thence with the land of Ronald L. Norton N 87°26'24" E 276.51 feet to a corner common to the land of Henry L. Harris, thence with the land of Henry L. Harris N 87°26'24" E 93.76 feet; thence with the land of Ronald L. Norton N 87°26'24" E 109.90 feet to a point common to the land of H.T. King; thence with the land of H.T. King N 87°26'24" E and Carl L. Temple 198.99 feet to a point common to the land of William Glen Harrison, Jr., thence with the land of William Glen Harrison, Jr., N 87°26'24" E 88.93 to a point common to the land of Dr. George E. Koury; thence with the land of Dr. George E. Koury N 87°26'24" E 155.01 feet to a point common to the land of Mack Elmo McCorkle; thence with the land of Mack Elmo McCorkle N 87°26'24" E 145.08 feet to a corner common to the right-of-way of Graham-Hopedale Road; thence with said right-of-way N 87°26'24" E 11.25 feet to a corner common to Graham-Hopedale Road being the northeast corner of Tract 1 of the United States Government; thence S 01°08'12" W 922.42 feet, with the western right-of-way of Graham-Hopedale Road to a corner common to John N. & Terry N. Bakatsias; thence with the land of John N. Bakatsias and Terry N. Bakatsias to a point; thence with the

land of John Nick Bakatsias et al to point; thence with the land of Zimmerman Properties, Inc., to a point common to the right-of-way of Fairchild Street and Defense Street; thence with the northerly right-of-way of Defense Street to a point common to the western right-of-way of Revell Street and the land of Muriel Rose Freedman; thence with the land of Muriel Rose Freedman to a point common to the land of Taylor Hayden; thence with the land of Taylor Hayden to a 3/4 inch iron pin; thence with the land of A.T.&T. Technologies S 87°26'04" W an aggregate distance of 998.63 feet to the point of beginning and containing 21.96 acres more or less.

Acreage 10.04

Tract No. 2

All that parcel of land situate, lying and being in Burlington Township, Alamance County, North Carolina, and known as Tarheel Army Missile Plant and bound now or formerly of the west by the east right-of-way of Graham-Hopedale Road, north by the south right-of-way of Martin Street, east by the land of W.T. Martin, Jr., and W.T. Martin, south by the north right-of-way of North Church Street (U.S. Hwy 70) and being more particularly described as follows:

Beginning at a 5/8 inch rebar with cap located on the north right-of-way of North Church Street (U.S. Hwy 70) being located N 74°58'19 W 446.69 feet from a right-of-way monument on the north side of North Church Street; thence from the point of beginning N 75°01'28" W 581.12 feet with the north right-of-way of North Church Street to an existing right-of-way monument designated "A-8"; thence N 36°57'48" W 54.40 feet with the right-of-way of Graham-Hopedale Road to a right-of-way monument designated "A-9"; thence N 00°42'56" E 36.02 feet to a right-of-way monument designated "A-10"; thence N 88°51'48" W 17.29 feet to a rebar with cap located on the east right-of-way of Graham-Hopedale Road designated "A-11"; thence with the east right-of-way of Graham-Hopedale Road N 01°08'12" E 523.23 feet to a 5/8 inch rebar with cap at the intersection of said right-of-way with the south right-of-way of Martin Street designated "A-5"; thence with the south right-of-way of Martin Street S 86°40'10 E 692.85 feet to an iron pin designated as "A-6". Thence with the land of W.T. Martin, Jr., and the land of W.T. Martin S 09°18'48" W 720.88 feet to the point of beginning and containing 10.04 acres more or less.

The bearings and distance of above described land are based on the North Carolina State Plane Coordinate System.

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release and forever quit claim unto the UNITED STATES OF AMERICA, Grantee, and its assigns, all of Grantor's right, title and interest in and to the following described premises situate in Alamance County, State of North Services Act of 1949, as amended, and Public Buildings Service Circular Corporation) in compliance with the Federal Property and Administrative to all of the rights and assets of Defense Plant No. 1, dated March 8, 1950, and for other good and valuable considerathe City of Washington, District of Columbia, Grantor, (which corpora-79th. Congress, ap-That RECONSTRUCTION FINANCE CORPORATION, a corporation organized America, having its principal office at 811 Vermont Avenue, N. W. in and existing under and by virtue of the laws of the United States of acknowledged, does hereby tion has succeeded, as provided by Public Law 109 the receipt of which is hereby proved June 30, 1945, to-wit: Carolina,

All of that certain tract or parcel of land lying and being in Burlington Township, Alamance County, State of North Carolina, fronting on the West side of Graham-Hopedale Road and bounded and described as follows, to-wit:  $\Xi$ 

BEGINNING at an iron stake in the west margin of Graham-Hopedale Road, which is 452.7 feet north of the intersection of said Graham-Hopedale Road with U. S. Highway No. 70; and running thence N. 3027' E. 923 feet to an iron stake in the west margin of said Graham-Hopedale Road; thence S. 89039'W. 1070.6 feet to an iron stake; thence S. 00 23' E. 920.3 feet to an iron stake; thence N. 890 37' E. 1009.8 feet to the BEGINNING point, and containing 22 acres, more or less, and being Tract No. 1, as shown on the plat and survey of the property of Washington National Insurance Company as made by W. T. Hall, C. E., February 7, 1942; and

All of that certain tract or parcel of land lying and being in Graham Township, Alamance County, North Carolina, and fronting on the east side of Graham-Hopedale Road and the north side of U. S. Highway No. 70, and bounded and described as follows, <u>ල</u>

BEGINNING at an iron stake at the intersection of the northern margin of U. S. Highway No. 70 with the eastern margin of the Graham-Hopedale Road; and running thence N. 3° 27' E. 610.1 feet to an iron stake, in the eastern margin of said Graham-Hopedale Road; thence S. 84° 33' E. 719.1 feet to an iron stake; thence S. 11° 39' W. 741.7 feet to an iron stake in the Northern Margin of U. S. Highway No. 70; thence N. 72° 55' W. 630 feet to the BEGINNING point, and containing 10.36 acres, more or less, and being Tract No. 2, as shown on the plat and survey of the property of Washington National Insurance Company as made by W. T. Hall, C. E., February 7, 1942.

or hereinafter 급 whatsaid premises or any portion thereof; \$ interest in and premises rights, privileges and benefits now appurtenances title and interest and title or hereafter placed upon said other right, and न the tenements, hereditaments and Grantor's Grantor's right, and fixtures the all of \$ appurtenant easements, structures portion thereof; also on  $^{ot}$ any wise belonging. nom H wth soever nature incident or to all also, with buildings, together and

forassigns its and said Grantee theTO HAVE AND TO HOLD ever

care ed IN WITNESS WHEREOF, Reconstruction Finance Corporation has this Treasurer its executed by to be duly 1954 this instrument g

CORPORATION			
FINANCE			
RECONSTRUCTION FINANCE CORPORATION			
	(0)		

Signed, sealed and delivered in the presence of:

(6)			
(q)		7	

thatche the said ⊹he and delivery े that Corporation and 성 Finance the said Reconstruction seal corporate affixed to Corporation, also saw (b) (6)
Reconstruction finance Corp
with
of as the act am deed of t ♦ pe appeared that the PERSONALLY

SWORN to before me this

1st day of July , 1954.

Notary Public, D. C.

\$ commission expires:

1957

La Carried Maria

correct. The foregoing certificate of the foregoing certificate of the count, is adjudged to be corner this instrument with the curringte by registered.

This (0) (6) day of registered.

and registered in the office of the Register Alamance County in Book No. 234 Des 8031 Filed for Registration at 100ck & MM this the

# DEFARTMENT OF THE ARMY EASEMENT FOR ROAD OR STREET

ON TARHEEL ARMY MISSILE PLANT A	AKEA	A
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No. DACA21-2-69-1058

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668 hereby grants to STATE HIGHWAY COMMISSION, STATE OF NORTH CAROLINA,

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hereinafter designated as the grantee, an edition to a right-of-way for a road or street over, across, in, and upon lands of the United States described as follows:

11. The United States are a feel in respectable for demonstrate to property and tea to persons which may arise from or by encident to the new feel and the same as a second to the same feel and the same and the feel are series.

as shown in red on Exhibit "A" attached hereto and made a part hereof.

agam meganam menagagi an arawa ni agagamg menagan menagan kalangan ni ni angang agam menalangagan agi anan si Anan mega<del>gagan menambang kalangan sejadi menangan menangan menagan menangangan kalangan menasi an menangan kal</del>

THIS EASEMENT is granted subject to the following provisions and conditions:

- 1. The construction, use, and maintenance of said road or street, including culverts and other drainage facilities, shall be performed without cost or expense to the United States, under the general supervision and subject to the approval of the officer having immediate jurisdiction over said premises.
- 2. The grantee shall at all times maintain said road or street in good condition and shall promptly make all repairs thereto needed to preserve a smooth-surface highway.
- 3. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.
- 4. The use and occupation of said lands of the United States for the purposes authorized by this instrument shall be subject to such rules and regulations as the said officer may prescribe from time to time in order to properly protect the interests of the United States.
- 5. The United States shall in no case be liable for any damages or injuries to the said road or street which may be caused by or result from any operations undertaken by the Government, and no claim or right to compensation shall accrue from such damages or injuries.

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- 6. The United States reserve the right to make such connections be een the road or street herein authorized and roads and creets on said lands as the Chief of Engineers may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over, and/or under the right-of-way hereby granted; provided, however, that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of said right-of-way for highway purposes.
- 7. It is to be understood that this instrument is effective only insofar as the rights of the United States in the property over which the said road or street is to be extended are concerned, and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

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- 8. All or any part of such right-of-way herein granted may be terminated by the Secretary of the Army for failure to comply with any or all of the terms or conditions of this grant, or for non-use for a two-year period or abandonment of rights granted herein.
- 9. It is understood that the provisions of Conditions Nos. 1 and 5, supra, shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the road or street described herein.

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- 10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.
- 11. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said road or street.
  - 12. It is understood that the grantee will absorb any expenses incurred when disturbing, rearranging, modifying or removing all installed equipment or improvements on U. S. Government property or on the right-of-way if owned by the Government. All equipment removed will become the property of the U. S. at the option of the Government.
  - 13. It is understood that the grantee shall comply with the Bureau of Public Roads standards for railroad crossings on U. S. Highway 70-A.
  - 14. It is understood that the grantee will coordinate the construction plans with the U. S. Army Missile Command to insure that drainage, utilities and other physical features of Government property are compatible with the improvements to be installed by the State.
  - 15. The United States reserves the right to place and maintain utility poles, utility lines and directional signs at points where required on said right of way.
  - 16. The United States shall retain the future right of unlimited access on and across the easement if conditions should necessitate such access.

Changes made prior to execution:

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The words "and the grantee shall hold the United States harmless from any and all such claims" were deleted from Condition No. 10. Conditions No. 12, 13, 14, 15, and 16 were added.

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MORTH CAROLINA,

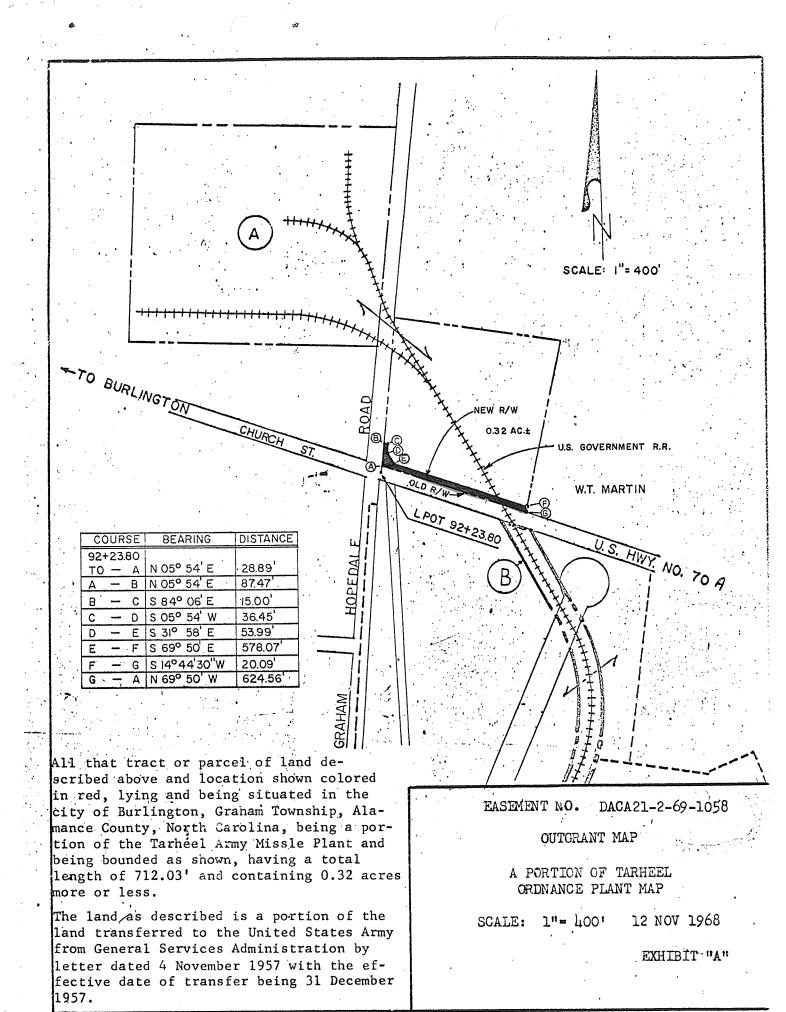
This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 10 day of February 1969, by direction of the Assistant Secretary of the Army.

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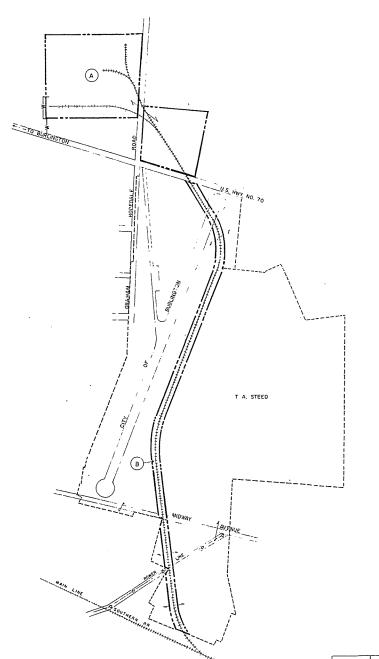
My Commission Expires:

County of Arlington
State of Virginia
My Commission Expires 10 Sept. 1971









		TRACT REG	SISTER OF AC	QUISITION
TRACT NO.	LAND	OWNER	ACREAGE FEE TRANSFE	REMARKS
А	General Services	Administration	32.36	* Letter dated 11 - 4-57, Fee
В	General Services	Administration	12.00	
	}			deeds to T.A. Steed & R.FC. in deed to City of Burlington.

\* Transfer effective 12-31-57

### PROJECT MAP

FINAL

DEPT. OF THE ARMY USING SERVICE ORDNANCE DEPT.

#### LOCATION OF PROJECT

STATE NORTH CANOLINA
COUNTY AL AMANCE
DIVISION SOUTH ATLANTIC
DISTRICT SAVANNAH
ARMY AREA FIRST
21 MILES NW OF CHAPEL HILL N.C.
IN BURLINGTON, N.C.

#### TRANSPORTATION FACILITIES

RAILROADS SOUTHERN STATE ROADS 49,54,62,8.87 FEDERAL ROADS 70.
AIR LINES

#### **ACQUISITION**

TOTAL ACRES ACQUIRED PUBLIC DOMAIN PERM. WITHDRAWAL USE PERMIT ... TRANSFER - FEE EASEMENT LEASE .... LESSER INTERESTS

#### DISPOSAL

TOTAL ACRES DISPOSED OF

PUBLIC DOMAIN (PERM. WITHDRAWAL USE PERMIT... TRANSFERRED LEASES TERMINATED\_ LESSER INTERESTS TERM. \_ REASSIGNED\_ OTHER\_\_\_\_\_

#### LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW MAP SYMBOLS ARE STANDARD IN ARMY MAP SERVICE TECHNICAL MANUAL NO. 23.

RESERVATION LINE. RESERVATION LINE (A

TRACT BOUNDARY LIN TRACT NUMBER ACQUISITION AUTHORIZATION CONTOUR LINE

RE-D 6912 DATED 4-8-57

DISPOSAL

DEPARTMENT OF THE ARMY
OFFICE OF THE SAVANNAH DISTRICT ENGINEER
SOUTH ATLANTIC DIVISION

DRAWN BY J.C.W. TRACED BY J.C.W. CHECKED BY J.D.P

REAL ESTATE

10-24-58 MICROFILMED DATE

THE BOUNDARY OF THIS INSTALLATION WAS COMPILED FROM DEED DESCRIPTION, AND MAP PREPARED BY W.M. GARRISON, CIVIL ENGINEER FOR DEFENSE PLANT CORP.

#### REPORT ON TITLE

#### TARHEEL ARMY MISSILE PLANT Burlington, North Carolina

Pursuant to Federal Property Management Regulation 41 CFR 101-47.2, the following information is submitted.

- 1. Identification of Property. The property is locally known as Tarheel Army Missile Plant. The property is more specifically identified by the legal description contained in Lease No. DA-09-133-ENG-3770 as enclosure 3, and the map as enclosure 4 of the preliminary Report of Excess dated 18 May 1990.
- 2. Acquisition of Property. The first unit of what is now the Tarheel Army Missile Plant was constructed in 1924, and was known at that time as Burlington Shops. It is reported to have been built by A. M. Johnson, a private individual. It consisted of one building containing 50,000 square feet of floor space and 32.36 acres of land. It is not known whether he owned the land on which the building was constructed. Carolina Rayon Corporation is said to have leased the facilities from 1925 to 1927. The land and structures apparently was vacant from 1927 through 1941. In 1941, the facilities were occupied by the Fairchild Aircraft Corporation although there is no indication that the company had any real estate interest in the land or facilities. In 1942, the United States purchased the land and facilities from Washington National Insurance Company by Quitclaim Deed dated February 13, 1942, and recorded in the Office of the Register of Deeds for Alamance County in Book of Deeds, pages 227, 228, 229, and 230. The land was purchased on behalf of the United States through the Property Defense Plant Corporation. Fairchild Aircraft Corporation continued to operate the plant from 1942 through 1945, producing plywood trainer aircraft. In 1945, Firestone Tire and Rubber Company moved a tank rebuild program into the facility. The program was discontinued at the end of WWII, and the plant was declared as surplus to Government needs and placed under the custody of the General Services Administration (GSA).

In March of 1946, GSA leased the plant to Western Electric Company for a 5-year period for the purpose of manufacturing commercial electronic equipment. In March of 1951, the lease was renewed for another 5 years, and Western Electric began production of T-33 and M-33 Gun Directors for Army Ordnance. During this period, the plant was expanded by approximately 375,000 square feet, and additional related facilities were constructed under a facilities contract funded by Army Ordnance. In 1953, Western Electric began production of components for the Nike Ajax and Hercules missile programs. The lease was extended by GSA for an additional 5-year period in 1956.

In 1957, the land comprising Tarheel Army Missile Plant was acquired by the Department of the Army by transfer letter from GSA. GSA transferred 32.36 acres of fee-owned land and 12 acres of easements to the Department of the Army by letter dated 4 November 1957, with an effective date of 31 December 1957. In 1958, General Order #4 designated the plant as the Tarheel Ordnance Plant, a Class II industrial activity, under the jurisdiction of the Chief of Ordnance. The plant was placed under the jurisdiction of the U. S. Army Missile Command, Redstone Arsenal, Alabama, as a Class II industrial plant by AMC Order #5 dated 26 July 1962. The plant was designated Tarheel Army Missile Plant by Department of the Army General Order #35 in August 1963.

Tarheel Army Missile Plant is currently under lease to American Telephone and Telegraph (AT&T) Technologies, Inc., by Lease No. DA-09-113-3770.

(b) (6)

present lease is administered by the U.S. Army Corps of Engineers, Savannah District, Savannah, Georgia.

- 3. <u>Public Domain Land</u>. None of the land comprising Tarheel Army Missile Plant is public domain land.
- 4. Reservations, Exceptions, and Restrictive Conditions. Tarheel Army Missile Plant acquired 32.36 acres of the land in fee, subject only to existing easements for public roads and highways, public utilities, railroads and pipelines. The fee land was acquired with no other conditions or reservations. The 12 acres of land were acquired by easement subject to all rights, title, and interests outstanding, including powerline right-of-way, road right-of-way, and aircraft runway right-of-way, which do not interfere with or abridge the power, privileges, and authority granted to the United States.
- 5. Change in Title. No action, thing, or circumstance has occurred from the date of acquisition to the date of this report which in any way affects the right, title, and interest of the United States in and to the real property. No third party mineral rights are held in the property.
- 6. <u>Legislative Jurisdiction</u>. The property is subject to proprietorial legislative jurisdiction.
- 7. Flood Plain Wetlands. The property is not located in an identified flood plain or wetlands.
- 8. Architectural, Archeological, or Cultural Significance. The property does not contain structures or related personal property that have architectural, archeological, or cultural value.

- 9. National Register of Historic Places. The property is not listed in the National Register of Historic Places, nor is the property eligible for listing in the National Register of Historic Places, nor is the property in the proximity of property listed in the National Register of Historic Places. The property has no significant historical, architectural,
  - 10. Environmental Considerations. An Environmental Baseline Study (EBS) has archeological, or cultural value. been initiated by Savannah District, Corps of Engineers. Environmental issues will be fully addressed in the final Report of Excess.
    - Screening. On March 27, 1987, Savannah District, Corps of Engineers, dispatched a screening message to determine if the property was needed by any other DOD agency. The Department of the Navy initially indicated an interest in acquiring the property but was unable to secure the necessary funding or authority for acquisition. Savannah District was subsequently notified that the Navy no longer had an interest in the property, and the disposal procedures were resumed. Savannah District received no other inquiries from any DOD agency expressing interest in the property.
      - Danger to Public Health and Safety. An EBS has been initiated by the Savannah District, Corps of Engineers. Any dangers to public health and safety identified by the EBS will be fully addressed in the final Report of Excess.
      - 13. Polyclorinated Biphenyls (PCB'S). An EBS has been initiated by the Savannah District, Corps of Engineers. Any presence of PCB's identified by the EBS will be fully addressed in the final Report of Excess.
      - 14. <u>Asbestos</u>. An Asbestos Survey will be included as part of the EBS conducted by Savannah District, Corps of Engineers.
      - 15. Indian Reservation. The property is not located on an Indian Reservation and does not qualify for transfer to the Indians under Public Law 93-599.
      - 16. Location Within Corporate City Limits. The property is located within the corporate city limits of the city of Burlington, North Carolina. The Mayor's name and mailing address is as follows:

Honorable James Gerow City of Burlington P. O. Box 1358 Burlington, NC 27215

The City Manager's name and mailing address is as follows:

Mr. William R. Baker City Manager City of Burlington P. O. Box 1358



# TARHEEL ARMY MISSILE PLANT

### Local Redevelopment Information



#### City of Burlington Contact Information:

336.222.5022 City Manager's Office: Planning & Community Development: 336.222.5110 336,222,5050 Engineering: Building Inspections: 336.222.5080 Public Works: 336.222.5005 Utilities: 336.222.5130 Chamber of Commerce: 336.228.1338

Lead Local Contact:

Mr. Robert R. Harkrader, III, AICP Director of Planning & CD

P.O. Box 1358

Burlington, NC 27216-1358 bharkrader@ci.burlington.nc.us

## FAST FACTS

CURRENT ZONING (TRACT 1):

Light Industrial

CURRENT ZONING (TRACT 2):

Office-Institutional & General Business

#### WATER AVAILABILITY:

N. Church St.: 10-inch line N. Gr-Hop Rd.: 8-inch line Martin St: 6-inch line

#### SANITARY SEWER AVAILABILITY:

Yes, both tracts East Burlington WWTP (Private line on Tract 1 also feeds into city system)

NC STATE DEVELOPMENT ZONE Yes (See page 2 for info)

#### UNIVERSITIES & 4-YEAR COLLEGES

6 Public institutions and 13 private institutions within a 50-mile radius including (in road miles):

Elon University: 6 miles

**UNC-Chapel Hill:** 30 miles

31 miles Duke University:

NC State University: 53 miles

Wake Forest Univ.: 56 miles



# DEMOGRAPHICS & TRANSPORTATION

CITY OF BURLINGTON POPULATION:

46,322

(7/1/02 estimate)

**ALAMANCE COUNTY POPULATION:** 

136,144

(7/1/02 estimate)

POPULATION WITHIN 1-MILE OF SITE:

12,200

2001 TRAFFIC COUNTS:

(Census 2000 estimate)

N. Church St. (US Hwy 70): 20,000 - 22,000 N. Graham-Hopedale Rd.: 9,900

AIRPORTS:

36 miles from Piedmont Triad International (future FedEx hub)

and 44 miles from Raleigh-Durham International.

2.75 miles from Interstate 40/85 INTERSTATES:

# William S. Lee Quality Jobs & Business Expansion Act

This legislation, enacted in 1996 and amended in 1998, provides tax credits that may be taken against state income, franchise, or gross premiums tax burdens. These credits for job creation, investment, worker training, and research and development are available in all 100 counties and based upon a county's level of economic distress. (Alamance County is presently designated as Tier 5-least amount of economic distress. However, State Development Zone designation entitles eligible companies to tax credit enhancements.)

Eligible companies will meet certain wage standards, depending on the type of credit applied for; and fall into a select NAICS codes. In general, eligible companies are those involved in establishing a central office or aircraft facility, air courier services, data processing, manufacturing, warehousing, wholesale trade, computer services, or a customer service center (additional requirements must be met). The taxpayer must provide health insurance to all full-time employees and pay at least 50% of the health insurance premiums. In addition, the taxpayer must not have any significant violations with the North Carolina Department of Environment and Natural Resources in the past five (5) vears and no outstanding citations or serious violations under the Occupational Safety and Health Administration (OSHA) in the past three (3) years.

#### **Tax Credit Overviews**

Credit for Creating Jobs Overview:

Eligibility: Meet all general eligibility requirements, have five or more full-time employees and hire an additional full-time employee during the year to fill a position located in this State.

Credit Amount: \$500.00 per employee (Tier 5).

Credit for Investing in Machinery and Equipment Overview:

Eligibility: Meet all general eligibility requirements,

purchase or lease eligible machinery and equipment and place the eligible machinery and equipment in service during the taxable year.

Credit Amount: 4% of eligible investment over the threshold of \$2,000,000.00 (Tier 5).

Credit for Research and Development Overview:

Eligibility: Meet all general eligibility requirements and claim for the taxable year the federal income tax credit for research and development under section 41(a) or section 41(c)(4) of the Internal Revenue Code.

General R&D Credit Amount: 5% of the State's apportioned share of the taxpayer's expenditures for increasing research activities (All Tiers).

Alternative R&D Credit Amount: 25% of the State's apportioned share of the federal credit claimed.

Credit for Worker Training Overview:

Eligibility: Meet all general eligibility requirements and provide worker training for five or more of its eligible employees during the taxable year.

Credit Amount: Equal to wages paid to eligible employees during training, not to exceed \$500.00 per employee (Tier 5).

Credit for Investing in Central Office or Aircraft Facility Property Overview:

Eligibility: Meet all general eligibility requirements, purchase or lease real property in NC and begin to use property as a central office or an aircraft facility during the taxable year.

Credit Amount: 7% of eligible investment amount, not to exceed \$500,000.00 (All Tiers).

For official information on all available credits, eligibility requirements and the Lee Act, visit the NC Department of Commerce's Finance Center at: "http://www.nccommerce.com/finance/incentives/tax/".

### State Development Zone

Both Tract 1 (Census Tract 203, Block Group 2) and Tract 2 (Census Tract 203, Block Group 3) of the Tarheel Army Missile Plant are located within Burlington's State Development Zone #42. (Current Burlington designation good through 12/31/2004.)

Companies eligible for tax credits under the William S. Lee Act gain additional enhancements when located in a designated development zone. These enhancements are effective January 1, 1999 for tax years beginning on or after January 1, 1999.

- For purposes of the wage standard test, the company must meet only 100% of the county's wage average weekly wage figure.
- Machinery and equipment investment threshold is reduced to zero.
- There is an additional \$4,000 tax credit per eligible job created.
- Up to \$1,000 tax credit may be claimed for each eligible worker trained.

# City of Burlington Economic Development Policy (1/20/04)



#### I. OVERVIEW

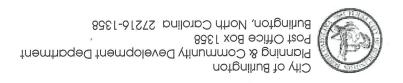
In order to expand economic development options for the City of Burlington that could diversify or expand the tax base, offer improved employment opportunities for its citizens and promote the economic growth and welfare of the business and industrial community, the City Council would establish inducement guidelines to encourage new industry location decisions within the City, as well as to assist existing industrial expansions.

#### **II. PROGRAM PARAMETERS**

The Burlington Incentive Policy involves a contractual agreement between the City of Burlington and a new or existing industry that would allow for a financial incentive based on the criteria established in Part III of this document. The City will require the industry to be current in payment of any and all taxes, fees and/or charges for an incentive to be paid. The City will require, as a part of the contractual agreement, a provision for reimbursement of any incentives to the City if any terms of the contract are not met. Any and all guidelines in the Incentive Policy shall be subject to G.S. 158-7.1. Each project will be evaluated and negotiated on an individual basis by City Staff using the City of Burlington's guidelines. City Council will be kept apprised of negotiations. Changing economic conditions may necessitate the City Council to modify, amend, or even terminate the incentive policy subject to compliance with any incentives in effect at that time. All decisions are based on availability of funds.

#### III. INCENTIVE POLICY CRITERIA

- A. Incentives will be available to new and existing industries. Existing industries qualify only for that portion of expansion that represents "new" investment.
- B. Investment for a new industry requesting an incentive should be \$8,000,000 taxable value in buildings and/or equipment.
- C. Investment for an existing industry requesting an incentive should be \$1,500,000 in taxable value in building expansion and/or equipment.
- D. The project for either new or existing industries must not have been started prior to the request for the incentive.
- E. Creation of jobs through either new development or expansion must have a wage rate equal to or greater than the average hourly wage of all industry in the county as established quarterly by the Employment Security Commission. <sup>1</sup>
- F. The payback period for any and all incentives shall be no longer than five (5) years.
- G. No incentives are being recommended for commercial/retail-type businesses at this time, but could be explored in the future if deemed necessary.
- H. Incentives will be paid after current year ad valorem taxes are paid by the requesting industry.
- Other criteria for consideration may include but are not limited to: site specific issues that have an impact
  upon local infrastructure responsibilities, site specific issues that have an impact upon other local resources
  such as public safety, public works, etc.
- J. The industry meeting the criteria and desiring the incentive shall apply in writing.
- K. Upon request by an applicant industry and after taking into consideration the importance of proposed investments by an applicant industry to the local economy under the current circumstances, subject to the approval of the City Council, the foregoing criteria may be modified and/or waived in order to qualify an applicant industry in those instances where documentation is presented by the applicant industry that a significant number of sustainable jobs will be created and substantial capital investments, in addition to the initially proposed investments, are scheduled for implementation in the immediate future.
- L. The industry must enter into a binding economic development contract with the City of Burlington and is therefore subject to any reporting or repayment (clawback provision) requirements contained therein.
- M. City Council will hold the necessary public hearings as required under statute and approve the signing of the contract between the City and the requesting industry.
  - <sup>1</sup> The average hourly wage according to the Employment Security Commission includes all paid employees of an insured industry.



# City of Burlington Economic Development Policy (cont.)

#### IV. INCENTIVES

- A. Incentives in the amount of a minimum of one per cent (1%) of the total investment of new or expanded tax base. (These funds will be paid from ad valorem taxes created by the new or expanded tax base from an Economic Development Fund.)
- B. Other incentives could be in the form of infrastructure such as streets; environmental testing/site mitigation; clearing, grading and erosion control measures; water and/or sewer line extensions.

#### V. CORPORATE HEADQUARTERS INCENTIVE CRITERIA

The City will provide a one-half percent (0.5%) higher incentive to corporate headquarters if the project meets the following criteria:

- A. Corporate headquarters means the building or buildings that the principal executive officers have designated as their principal office. (See North Carolina G.S. 55-1-40 (17)). The City requires that the corporate headquarters have at least fifty (50) or more full-time employees who are located in that building or buildings.
- B. The headquarters and/or expansion must be located within the corporate limits of the City of Burlington. If the project is an expansion, the expansion must employ fifty (50) or more full-time employees.
- C. The project must meet all other criteria as listed in Part III of this document.
- D. Incentives will be paid after all taxes, fees and charges due the City are paid.

## GENERAL SERVICES ADMINISTRATION TO BE



Public Buildings Service Washington 25, D.C.
SECRETARY OF THE ARHY
NOV 4 1957

The Honorable Wilbur M. Brucker The Secretary of the Army Washington 25, D.C.

Dear Mr. Secretary:

Pursuant to a directive contained in a letter, dated August 27, 1957, to this agency, signed by Mr. Floyd S. Bryant, Assistant Secretary of Defense, Properties and Installations, acting under authority delegated to him by the Secretary of Defense, and pursuant to authority contained in the provisions of the National Industrial Reserve Act of 1948, Public Law 883, 80th Congress, there is hereby transferred to the Department of the Army, effective as of 11:59 p.m., December 31, 1957, without reimbursement or transfer of funds, permanent control, use and occupancy of the buildings, equipment and supplies comprising the National Industrial Reserve facility known as the Firestone Tire & Rubber Plant, Burlington, North Carolina, DoD Plant No. 278.

This transfer of jurisdiction is made upon the following terms:

- (1) that the property herein referred to is transferred by this agency and accepted by the Department of the Army in its present "where-is", "as-is" condition;
- (2) any leases, easements, utility or service contracts, or other agreements related to the property will be assigned to the Department of the Army;
- (3) all documents and property records pertaining to the facility will be delivered to the Department of the Army; and

The Honorable Wilbur M. Brucker

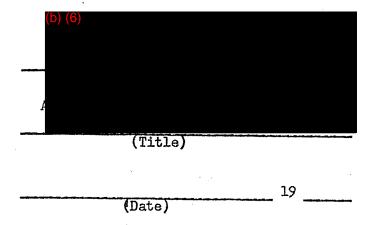
(4) all charges and expenses relating to the transferred property incurred prior to the effective date of the transfer shall be assumed by this agency, and all such charges and expenses incurred thereafter shall be the obligation of the Department of the Army.

Kindly indicate your acceptance of this transfer by executing the acknowledgment below and returning two executed copies for our files.

Sincerely yours



By authority of the Secretary of the Army, transfer of permanent jurisdiction, control, use and occupancy, subject to the above terms, effective December 31, 1957, is hereby accepted on behalf of the Department of the Army.



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~	PERMIT EASEMENT	
	LEASE   LICENSE	SCHEDULE B - SUPPLEMENT TO REPORT OF EXCESS REAL PROPERTY
3. GOVERNMENT INTEREST GSA CONTROL NO. (GSA use only)	3. GOVERNMENT INTEREST	LAND
OF THIS SCHEDULE	SAS-RE-97-02	
. HOLDING AGENCY NO. 2. PAGE 1 OF 2 PAGES	1. HOLDING AGENCY NO.	

								X FEE JINFORMAL AGREEMENT
			1	E	CESS REAL PROPERTY	<u>\</u>		
LINE NO.	TRACT NO.	NAME OF FORMER OWNER OR LESSOR AND ADDRESS	TRACT ACQUIRED H Acres/Hectares	ACRES/ HECTARES OR SQ. FT./M <sup>2</sup>	COST	ANNUAL	TYPE OF ACQUISITION	RESTRICTIONS ON USE OR TRANSFER OF GOVERNMENT INTEREST
(a)	(p)	(5)	or sq. 11./m²- (d)	(e)	(f)	(g)	(h)	(1)
-		Acquired by United States						
7		of America from						
3		Reconstruction Finance						
4		Corporation by Quit						
ນ		Claim Deed dated						
9		July 1, 1954 (copy of						
7		deed attached)						
8								
6	A	Transferred to Department	32.36	32,36			Transfer	Subject to existing easements for
10		of the Army by the						
1		General Services						utilities, railroads, and pipelines.
12		Administration by						I
13		transfer of jurisdiction						Subject to Easement No. DACA21-2-69-1058
14		letter dated						for a right-of-way for a road or street.
15		November 4, 1957, said						Grantee: State Highway Commission,
16		transfer being effective						State of North Carolina
17		December 31, 1957 (copy						Area: 0.32 acre
18		of letter and original						Effective date: February 10, 1969
19		project map attached)						(copy of easement is attached)
20								
21		Boundary survey dated						
22		October 1990 by Sur-Tech,						
23		rated						
24		Tract 1 (Plant Site) -						
25		21.958 acres						
26		Tract 2 (Parking Lot) -						
27		10.039 acres					**************************************	
28		(copy of map and legal						
29		description attached)						
30								
31								
32							- Auditability-Partition-200 (Artist Insurance Artist Ins	
33								
34								
i		TOTAL	32,36	32,36			を持ちを引きない。	
AUTHO	RIZED FOR LOS editon is not	AUTHORIZED FOR LOCAL REPRODUCTION Previous editon is not usable						STANDARD FORM 118B (REV. 5-96) Prescribed by GSA FPMR (4.1 CFR) 101-47.202